

Collective Agreement

between

Southern Health – Santé Sud

and

Manitoba Government and General Employees' Union

Local 431

Emergency Medical Services (EMS) Superintendents

April 1, 2014 – March 31, 2018

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Preamble

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

And whereas it is the desire of both parties that these matters be drawn up in an Agreement.

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

Article 1 Scope and Application of Agreement

- 1:01** The Employer recognizes the Union as the sole bargaining agent for employees in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-7110 or subsequent amendments thereto or as may be granted voluntary recognition by the Employer.
- 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 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, either party may refer the matter to arbitration in accordance with Article 21.

- 1:04** No employee shall enter into any separate agreement which conflicts with the provisions hereof.
- 1:05** Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both parties or in the case of training or emergency or as required to maintain competency. Where past practice, as identified by the Employer to the Union as at date of ratification, February 15, 2018, does not conform with this Article, it is agreed that past practice will continue to apply.

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 Employer for the respective professional association and/or the applicable classification.
- 2:02** Basic Pay, Rate or Salary means the amount indicated in Schedule "A".
- 2:03** 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. 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 regular hours of work ongoing as set out in Article 9 on a scheduled and recurring basis.
- 2:06** Dismissal means the removal for disciplinary reasons from a position of employment for just cause.

- 2:07** “Length of employment” shall mean the period of time since an employee last became a full-time, part-time or term employee 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, Continuous service, Continuous employment, shall have a similar meaning. Conversion from full-time, part-time or temporary status to casual status shall be considered a break in service and no period of casual employment or prior full-time, part-time or temporary 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, part-time or term employee.
- 2:08** Authorized overtime shall mean overtime authorized by the Employer and where the term overtime is used in this Agreement, it shall mean authorized overtime.
- 2:09** Transfer means the voluntary movement of an employee from a position in one classification to a position in the same or other classification with the same or lower pay rate.
- 2:10** Position means a position of employment with the Employer, the person employed is a member of the bargaining unit.
- 2:11** Agreement means this Agreement which shall be referred to as the Manitoba Government and General Employees’ Union Emergency Medical Services (EMS) Superintendents Agreement.
- 2:12** (a) A term position shall be for a specific time period or until completion of a particular project within a specific department, with a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.
- (b) A term employee is an employee hired into a term position. Unless otherwise specified in this Agreement, such employee is covered by the terms of this Agreement.

2:13 **Term Position**

- (a) 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 his 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.
- (b) A Term employee shall be entitled to exercise his seniority rights to obtain a vacant position for which he is qualified prior to the expiration of his term position.
- (c) A Term employee who is awarded a posted position prior to the end of his term position, shall have his service connected for seniority purposes.
- (d) A Term employee shall have no seniority rights in matters of demotion, layoff and recall.
- (e) 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 his 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.
- (f) 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.

- (g) A Term employee may be required to complete a further probationary period to a maximum of three (3) months upon being awarded another position within the bargaining unit.
 - (h) When the Employer determines that a term position as described in Article 2:12 exists, and the Employer determines the position shall be posted, the position will be filled in accordance with Article 8 (Vacancies and Transfers). All employees may apply for the term position.
 - (i) Upon completion of the term position, the employees shall be returned to his former position. In the event that the employee's former position no longer exists, the employee shall be entitled to exercise his seniority as stated in Article 27 (Layoff and Recall).
 - (j) 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.
 - (k) 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, upon return of the incumbent, subject to a minimum notice of two (2) weeks.
- 2:14** (a) 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.

- (b) An employee shall not be eligible to apply for transfer during his probationary period, except at the discretion of the Employer.

2:15 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.

2:16 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.

- (a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of regular wages paid inclusive of callback hours paid at straight time rates in any given biweekly 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 all premiums as outlined in Article 13.
- (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 11.
- (f) The Employer agrees to deduct union dues from casual employees in accordance with Article 18.
- (g) Casual employees are not guaranteed any specific number of hours. Should a casual employee work regular hours of work in accordance

with Article 9 (Hours of Work), provisions for meal periods and rest periods shall apply. 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 period.

- (h) Articles 21 and 22 (Grievance and Arbitration) contained in the Collective Agreement apply to casual employees.
- (i) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- (j) A casual employee required by the Employer to report to work shall receive compensation for a minimum of three (3) hours at the applicable rate. 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.
- (k) Casual employees shall accumulate seniority on the basis of all hours worked retroactive to December 15, 2013. Calculations of such seniority shall be completed by the Employer within one hundred and twenty (120) days of the date of ratification.

Such seniority accrual shall not exceed daily full-time hours in accordance with Article 9 (Hours of Work).

Casual employees shall be entitled to utilize seniority earned for the purpose of attaining a permanent or term position, subject to Article 8 (Vacancies, Promotions and Transfers). Such seniority will be 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. Seniority hours accrued during the period of casual employment shall not be carried over to permanent or term employment. Seniority hours accrued during a term position shall be retained by that employee upon return to casual status and added to the previously accrued casual seniority hours.

- (l) Increments for casual employees will be earned based on seniority hours accrued and on the basis of one (1) increment upon completion of the full-time equivalent hours in accordance with Article 9 (Hours of Work). Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.
- (m) Casual employees who are required to travel on behalf of the Employer shall be reimbursed for transportation costs at the applicable rate in accordance with Article 36 (Transportation and Vehicle Allowance).
- (n) Casual employees shall be paid at straight time rates when the Employer requires or pre-approves attendance at educational events, training (including transfer of function training), and staff meetings.
- (o) Casual employees shall be entitled to meal allowances in accordance with Article 11 (Overtime) and Article 37 (Meal Expenses/Travel Allowance).
- (p) Shall be entitled to uniform/footwear provisions in accordance with Article 24 (Uniforms).
- (q) Shall be allocated additional hours when available providing they are able to perform the required duties. Such additional hours shall be divided as equitably as possible amongst those employees based on their availability.
- (r) Article 32 (Health and Safety) shall apply to casual employees.
- (s) Casual employees shall be entitled to continuing education provisions in accordance with Article 18:14.
- (t) Except as provided for in Article 21, where a casual employee is required to attend a court proceeding as a witness on an employment related matter on a day the employee is not scheduled to work, the employee shall receive regular basic pay for those hours required to be in attendance at court. Where the employee is required to attend court in a community outside of her base location the employee shall be paid for travel time at her regular basic rate of pay. Where the employee is

required to attend court in a community outside of her base location the employee shall also be eligible for expenses in accordance with Article 37. The employee will remit to the Employer any witness fees or expenses received. The employee may be required to provide documentation of the time the employee was required to be in attendance at court.

- 2:17** The term Employer shall mean Southern Health Sante Sud.
- 2:18** 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.
- 2:19** The term site shall mean the Program within the Regional Health Authority.
- 2:20** Union shall mean the Manitoba Government and General Employees' Union, Emergency Medical Services (EMS) Superintendents Local.
- 2:21** Base location shall mean the location, as determined by the Employer, to be the home base for the purpose of service delivery.
- 2:22** Promotion means a change of employment to a higher classification and salary within the scope of this Agreement.

Article 3 Casual Employees

- 3:01** The terms of the Collective Agreement shall not apply to casual employees except as provided below:
- 3:02** Casual employees who are placed on Standby shall be entitled to the following:
- (a) Standby payment in accordance with Article 12:06.
 - (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 biweekly hours of work, overtime rates will apply in accordance with Article 11

(Overtime), and Memorandum of Agreement No. 1 regarding the application of overtime rates for callback.

(c) When required to report for duty while on assigned standby shall be reimbursed for transportation costs at the applicable rate in accordance with Article 12 (Standby and Callback).

(d) Meal allowance in accordance with Article 12 (Standby and Callback).

3:03 Article 21 and 22 (Grievance and Arbitration) contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.

3:04 Shall be entitled to uniform/footwear provisions in accordance with Article 24 (Uniforms).

3:05 Except as provided for in Article 22, where a casual employee is required to attend a court proceeding as a witness on an employment related matter on a day the employee is not scheduled to work, the employee shall receive regular basic pay for those hours required to be in attendance at court. Where the employee is required to attend court in a community outside of her base location the employee shall be paid for travel time at her regular basic rate of pay. Where the employee is required to attend court in a community outside of her base location the employee shall also be eligible for expenses in accordance with Article 37. The employee will remit to the Employer any witness fees or expenses received. The employee may be required to provide documentation of the time the employee was required to be in attendance at court.

3:06 Casual employees shall be entitled to meal allowances in accordance with Article 11 (Overtime) and Article 39 (Meal Expenses/Travel Allowance).

Article 4 Occupational Classifications

4:01 The classifications covered by this Collective Agreement are those set out by the Manitoba Labour Board and as listed in Schedule A.

- 4:02** The brief descriptions listed in Schedule “A” are intended to illustrate the general terms under which positions are classified in this Agreement. In each instance, a classification is based on procedure, 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.
- 4:03**
- (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 rate 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 his job content since he was last classified, he shall be entitled to request a review of his classification.
 - (e) The Employer will examine the duties of the employees, 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, he may treat this request for change in classifications 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.

4:04 The Employer further agrees to provide the Union with any subsequent amendments to these job descriptions within thirty(30) days following their revision. Any revision to a job description shall be provided to the affected employees prior to implementation.

Article 5 Management Rights

- 5:01** Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate and generally regulate its sites, affairs and functions.
- 5:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

Article 6 Salaries

- 6:01** Salaries shall be paid to each employee in accordance with Schedule "A" which is attached to and forms part of this Agreement.
- 6:02** In implementing this Agreement, each employee shall be placed not lower than the same increment level and in the same classification he enjoyed under the previous Agreement.
- 6:03** Increments as specified in Schedule "A" shall be granted annually on the anniversary date of the employee's employment with the Employer, or as altered by the terms of this Agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the

employee, withhold an annual increment, subject to review not later than three (3) months from the date such increment was withheld.

6:04 Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence of four (4) weeks or less.

6:05 Employees shall be paid in accordance with Schedule “A” attached to and forming part of this Agreement. The granting of increases shall be contingent upon the employee having performed his duties in a satisfactory fashion.

The starting salary rate is to be regarded as minimum and shall not prevent the Employer from granting a higher starting salary to any Superintendent, when, in the judgement of the Employer, additional experience or other qualifications so warrant it.

6:06 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.

6:07 During the term of this Agreement amendments to the salary schedule resulting from the introduction of a new classification, or amendments to Schedule “A” of the Agreement shall be determined through negotiations between the Employer and the Union.

6:08 An employee’s anniversary date which is used for incremental purposes, shall be their current anniversary date as per Article 2:07, as of the date of signing of this Agreement.

6:09 Employees shall be paid biweekly.

6:10 Employees shall be eligible for the Long Service Step identified in Schedule “A” upon completion of the following:

- (a) Twenty (20) or more years of continuous service, and
- (b) The employee has been at the maximum step of the salary scale for a minimum of twelve (12) consecutive months.

Continuous service shall be calculated based on continuous calendar years of service in an EFT position (FT, PT or Term).

- 6:11** An under deduction shall not be deemed an overpayment. In order to maintain continuity of benefits under deductions will be corrected as soon as possible with the employer and employee making their required contributions.
- 6:12** Failure to make the required benefit premiums/contributions may result in the employees' ineligible to participate in the plan subject to the terms and conditions of the HEB group benefit plans.
- 6:13** Should an employee believe that an error has been made in his/her biweekly pay the employee shall have the right to request a detailed summary of the pay statement.
- 6:14** The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:
- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
 - (b) The proposed recovery is made in as fair and reasonable a manner as possible; and,
 - (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the employee.

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

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

Article 7 Seniority

7:01 Seniority shall be defined as the total accumulated regular hours paid from the last date the employee entered the bargaining unit (date of ratification) recognizing that employees transferring out of the bargaining unit and who later return, will have their seniority bridged, excluding the time worked out of the bargaining unit. Seniority accumulated since December 15, 2013, shall be retained.

Once annually the Employer will provide the Union with a seniority list indicating the total seniority hours since the date of entry into the bargaining unit. The seniority list shall be prepared as at the end of the final pay period in each calendar year and shall also include the following: name, classification, employment status (FT, PT, CAS) and date of employment. This list will be posted in all work locations and a copy provided to the Union no later than January 31 of each year. This list shall be open for correction for a period of forty-five (45) calendar days from the date of the initial posting. On presentation of proof of error, the Employer will correct any errors so found. By March 31 of each year the corrected list shall be posted in all work locations, and a copy sent to the Union. This shall be considered the accurate list and shall not be subject to further changes until the next posting.

7:02 Seniority of an employee will continue to accrue during:

- (a) Any period of paid leave of absence or income protection.
- (b) Is on an unpaid leave of absence due to injury of illness which may be compensable by Workers Compensation, MPI or D&R for a period of up to two (2) years from the date of the first absence from work related to the injury or illness.
- (c) Unpaid leave of absence of four (4) weeks or less.

- (d) Educational leave of two (2) years or less.
- (e) Parenting leave of up to one (1) year.
- (f) Any period of paid vacation.

7:03 Seniority will be retained but will not continue to accrue during:

- (a) Unpaid leave of absence of more than four (4) weeks, except those referenced in Article 7:02.
- (b) Educational leave in excess of two (2) years.
- (c) Layoff of less than twenty-four (24) months.
- (d) An unpaid leave of absence due to injury or illness which is compensable by Workers Compensation, MPI or D&R in excess of two (2) years from the date of the first absence from work related to the injury or illness.
- (e) Any period an employee is assigned to temporarily relieve or replace an employee in an out of scope position or another bargaining unit.
- (f) Is promoted or transferred to a permanent position outside of the bargaining unit and has not completed the trial period.

7:04 Seniority will terminate if an employee:

- (a) Resigns.
- (b) Is discharged for just cause and not reinstated under the grievance or arbitration procedure.
- (c) Is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate.
- (d) Is laid off for more than twenty-four (24) months.

- (e) Fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer.
- (f) Is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

7:05 An employee in a term position outside of the bargaining unit shall be eligible to apply for and utilize accrued seniority to obtain a posted bargaining unit position.

7:06 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:

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

Article 8 Vacancies, Promotions and Transfer

8:01 All vacancies which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days within all of the sites comprising the Regional Health Authority and shall remain posted for the duration of the competition. Such postings shall state the classification, required qualifications, current or anticipated shift and hours of work, location of position and wage rate. Job descriptions shall be available to applicants upon request. A copy of the posting shall be sent to the union office.

- 8:02** An employee on any leave shall be considered for a posted vacancy provided that the employee submits an application in accordance with the Employers job posting application procedures.
- 8:03** 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.
- 8:04** The name of the successful applicant for any position, which falls within the scope of the Agreement, will be posted by the Employer within all of the sites comprising the Regional Health Authority.
- 8:05** An employee who applies for a posted vacancy and is unsuccessful shall be given the reasons in writing, upon request, as soon as reasonably possible.
- 8:06** Should the Employer be required to fill a previously posted/awarded position within fourteen (14) calendar days of awarding the position, the Employer may award the position in accordance with Article 7:03 to the next most qualified applicant.
- 8:07** Upon promotion, an employee shall receive a salary within the salary range of her new classification which provides an increase of at least one (1) increment above her former salary. The date of appointment to the new classification shall become the anniversary date of salary progression.
- 8:08** During the trial period, if the employee proves to be unsatisfactory in the new position, he shall be returned to his former position, if reasonably possible, without loss of seniority. All other employees so affected shall be returned to their former positions if reasonably possible, without loss of seniority.
- 8:09** All promotions and voluntary transfers are subject to a three (3) month trial period for full-time employees and six (6) month trial period for part-time employees which may be extended by the Employer up to an additional three (3) months.

- 8:10** (a) Any employee voluntarily transferring into a classification with a lower pay rate shall be paid at the same increment level in the new position as she was paid in her previous position.
- (b) An employee who is involuntarily demoted to a classification with a lower pay rate shall be placed on the increment step of the lower classification which is closest to, but not higher than her present rate of pay.
- 8:11** Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent changes.

Article 9 Hours of Work

This Article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this Agreement.

9:01 Hours of Work

Regular hours of work, unless otherwise modified herein, shall be:

- (a) Eight (8) hours per day excluding meal periods and including rest periods; and
- (b) Forty (40) hours per week; and
- (c) Eighty (80) hours biweekly.

Article 10 Shift Schedules

- 10:01** For identification purposes, shifts will be named as defined in Article 2 (Definitions).
- 10:02** 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 a minimum two (2) week period shall not be altered after

posting except by mutual agreement between the employee(s) concerned and the Employer.

10:03 Employees desiring to exchange shifts shall jointly apply to do so in writing, completed trade forms should be submitted for consideration at least seven (7) days prior to first shift subject to trade. All shifts trade will be considered.

10:04 Shift schedules shall be planned by the Employer in consultation with the Union and shall unless otherwise mutually agreed between the Union and the Employer, observe the conditions listed herein:

- (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) A minimum of two (2) consecutive days off where reasonably possible;
- (d) Not more than seven (7) consecutive working days, and when reasonably possible, six (6) or less;
- (e) Alternate weekends off shall be granted as often as reasonably possible, with a minimum of every third (3rd) weekend off.

10:05 Any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.

10:06 Notwithstanding Article 10:02, unless given seven (7) days prior notice, an employee whose shift is changed without mutual consent shall be paid at overtime rates for the first shift which varies from the posted schedule.

10:07 Employees who are required to rotate shifts shall be assigned to work either day shift, evening 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.
3. 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.

Article 11 Overtime

- 11:01**
- (a) Overtime shall mean any authorized time worked in excess of regular hours established under Article 9.
 - (b) A supervisor authorized to do so, may require an employee under the supervisor's authority to work overtime. Except in emergency situations, a supervisor shall endeavour to assign overtime work as fairly as possible amongst those employees qualified to perform the work.
 - (c) 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 work.
 - (d) An employee will not be eligible to work overtime if he is on any type of requested time off such as vacation or banked OT. Those employees will only be considered for overtime hours on that day after all other staff have been contacted.

11:02 Overtime rates shall be:

- (a) Employees shall receive one and one-half times ($1 \frac{1}{2} \times$) their basic rate of pay for the first three (3) hours of authorized overtime in any one (1) day.
- (b) Employees shall receive double time (2x) their basic rate of pay for authorized overtime beyond the first three (3) hours in any one (1) day.
- (c) Overtime worked by full-time employees on any scheduled day off shall be paid at the rate of two times (2x) the employee's basic salary.
- (d) All overtime worked on a General Holiday shall be paid at two and one-half times ($2 \frac{1}{2} \times$) the employee's basic rate of pay.

11:03 Employees working two (2) consecutive shifts will be paid at double time (2x) for the second shift.

11:04 An employee performing overtime for a period in excess of two (2) hours, in succession with her regular shift, shall be paid a per diem of \$5.00.

11:05 An employee who is absent on paid time off during her scheduled work week shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.

11:06 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 hours.

11:07 An employee, not on standby, if called out or scheduled to work overtime shall receive compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's regular workday. A meal period shall not be regarded as affecting contiguity.

Where an employee, not on standby, is required to report to work within two (2) hours prior to the commencement of his next scheduled shift, he will be

compensated at overtime rates for all time worked prior to the starting time of his next scheduled shift.

- 11:08** The additional time worked in excess of the daily hours of work as a result of the change from Daylight Savings Time to Central Standard Time shall be compensated for at the applicable overtime rates.
- 11:09** If the Employer requires 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 related thereto.
- 11:10** 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.

At the employees request, any banked overtime or portion thereof shall be paid out at any time on a regular pay cheque. Overtime may be accumulated to a maximum of seventy-seven and one-half (77.50) hours at any one time. Any overtime in excess of seventy-seven and one-half (77.50) hours shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March 31 of each fiscal year.

Accumulated overtime not taken as time off or paid out by this date shall be paid in the last pay period of the fiscal year.

- 11:11** Where the Employer requires any employee to instruct courses outside of working hours, the employee shall be compensated at overtime rates, where applicable, or granted equivalent time off.

Article 12 Standby and Callback

- 12:01** Standby is that time duly authorized by the Employer in writing, during which an employee is required to be on call and available to report for duty without undue delay.

- 12:02** To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to report for duty as quickly as possible if called.
- 12:03** Standby schedules for a minimum four (4) week period shall be posted at least two (2) weeks in advance of the posting period. Subject to the Employer's requirement to maintain departmental operations, standby schedules shall not be altered after posting except by mutual agreement between the employee(s) concerned and the Employer.
- 12:04** A callback is defined as a call to return to work, 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 place of employment until all callback work has been completed as confirmed with the supervisor in charge except where such requirement is specifically exempted by the Employer.
- 12:05** An employee designated for standby duty who is required to report for duty shall be compensated for not less than three (3) hours for each such callback. Callback rates shall be in accordance with Memorandum of Agreement No. 1 (Application of Overtime Rates for Callback).
- 12:06** An employee, who has been designated by the Employer to be available on standby, shall be entitled to payment of two (2) hours basic pay for each eight (8) hour period or pro-rate payment for any portion thereof.
- 12:07** When an employee is returning for duty as a result of a callback and the callback is cancelled prior to the employee arriving at the worksite the employee shall be paid one (1) hour at straight time rates.
- 12:08** (a) An employee required to report for duty on a callback as referenced in Article 12:04, if required and if he elects to use his own vehicle, shall be reimbursed for all travel in accordance with the prevailing Province of Manitoba mileage rates.

(b) The above is not applicable to employees responding from the worksite, where the employee chooses to remain at the callback location and is not actually travelling.

12:09 Callback for full-time and part-time employees shall be paid, or by mutual agreement between the Employer and employee, may be compensated for by the granting of paid time off which is equivalent to the total callback payment to which he would otherwise be entitled. Such time shall be taken by the employee prior to March 31 of any year or paid out, unless otherwise mutually agreed.

12:10 The Employer shall provide suitable parking facilities for employees who are required to return to the worksite between 2200 hours and 0600 hours at no cost to the employee.

Article 13 Premiums

13:01 Shift premium and weekend premiums shall not be payable while an employee is receiving overtime rates.

13:02 (a) An evening shift premium of \$1.75 per hour shall be paid to an employee for all hours worked on any shift when the majority of the hours on that shift fall between 1600 hours and the next succeeding 2400 hours.

(b) A night shift premium of \$2.50 per hour shall be paid to an employee for all hours actually worked on any shift when the majority of the hours on that shift fall between 2400 hours and 0800 hours.

13:03 A weekend premium of \$2.00 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.

- 13:04** An employee temporarily assigned to perform the duties and responsibilities of an out of scope managerial position for a minimum of one (1) day shall be paid a rate that is at least 5% higher than her current salary rate.

Article 14 Vacation

- 14:01** The whole of the calendar year shall be available for vacations to be taken. The dates used to calculate vacation earned shall be from April 1 to March 31 in the following year. The employee shall have the right to request which day of the week his vacation begins. Notwithstanding the date of the vacation year, vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.
- 14:02** An employee who terminates for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of regular paid hours as per Article 14:04.
- 14:03** Employees shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

| Length of Employment | Rate at Which Vacation Earned |
|---|--------------------------------------|
| In the first (1 st) three (3) years | Fifteen (15) days per year |
| In the fourth (4 th) to tenth (10 th) year inclusive | Twenty (20) days per year |
| In the eleventh (11 th) to twentieth (20 th) year inclusive | Twenty-five (25) days per year |
| In the twenty-first year (21 st) and subsequent years | Thirty (30) days per year |

Vacation entitlement for the vacation year following 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.

- 14:04** Partial vacation and vacation pay will be calculated as follows:

- (a) For employees entitled to fifteen (15) working days vacation – 5.769% of regular paid hours.
- (b) For employees entitled to twenty (20) working days vacation – 7.692% of regular paid hours.
- (c) For employees entitled to twenty-five (25) working days vacation – 9.615% of regular paid hours.
- (d) For employees entitled to thirty (30) working days vacation – 11.538% of regular paid hours.

Paid hours include regular worked hours, paid income protection hours, paid leave of absence hours and paid vacation hours.

14:05 The Employer shall post vacation entitlements not later than February 1st each year, and allow employees to express their preference before March 1st.

14:06 The Employer will post an approved vacation schedule not later than March 31st having considered departmental operating requirements, circumstances and preferences of each employee, vacation leave shall be rotated regardless of seniority of employment.

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

14:07 An employee who has not completed one (1) year continuous employment as at March 31st shall be granted a pro-rata vacation.

14:08 Where an Employer has been unable to schedule part or all of an employees vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize a carryover of vacation into the next vacation year or the payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions.

- 14:09** An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in choice of vacation time, where other employees have indicated their preference.
- 14:10** Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise provided for in this Agreement or otherwise mutually agreed between the employee and the Employer.
- 14:11** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent but the extent of such accumulation shall not continue beyond twelve (12) cumulative months from the date the employee first commenced being absent from work for surgery or rehabilitation due to the injury or disability.
- 14:12** Upon request, an employee may be permitted to retain up to three (3) days of his regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion as long as adequate notice is given to accommodate scheduling. Such days must be utilized prior to the end of the Employer's current fiscal year.
- 14:13** 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.
- 14:14** **Long Serve Recognition – Vacation**
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, 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.

Article 15 Income Protection

15:01 The Employer agrees to recognize income protection credits accumulated prior to the signing of this Agreement.

The provision of income protection is for the sole purpose of insuring an employee a continuing income during periods of bona fide sickness.

15:02 (a) Full-time employees shall accumulate income protection credits at the rate of one and one-quarter ($1\frac{1}{4}$) 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. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

(b) Part-time employees shall accumulate income protection credits on a pro-rata basis.

(c) An employee, in her first year of employment shall be entitled to utilize up to five (5) days of income protection credits before they are earned. The Employer may recover from a terminating employee all paid sick leave granted but not earned.

15:03 An employee who will be absent due to illness or injury shall inform his supervisor or designate prior to commencement of his 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 in question:

| | |
|------------------------|---------|
| Prior to day shift | 1 hour |
| Prior to evening shift | 3 hours |
| Prior to night shift | 3 hours |

An employee returning to work following an absence of two (2) weeks or more shall provide a minimum 48 hours' notice or less if mutually agreeable, prior to returning to work.

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

15:04 Upon sufficient notification to the Employer, and providing such time off does not unduly effect 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. When non-local resources are utilized, a maximum of one (1) day may be claimed from income protection.

15:05 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 an employee is on income protection which commences prior to, and continues into an approved vacation period, the displaced portion of the approved vacation shall be rescheduled.

15:06 The Employer will provide each employee with a statement of accumulated income protection credits upon request.

15:07 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.

15:08 It is understood that the elimination period for the D and R Plan is one hundred and nineteen (119) calendar days. The parties agree that income protection will be used to offset the elimination period. An employee may

claim Income Protection for a period of time not to exceed the elimination period.

- 15:09** An employee who is unable to work by reason of accident or illness which is not covered by income protection shall, upon providing an acceptable medical certificate attesting to his inability to perform the normal duties of his job, be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months. An employee who is able to resume work following a period of absence which exceeds one (1) month shall notify the Employer of his ability to resume work at least five (5) calendar days prior to the date of his intended return.

If the employee is unable to resume his normal duties at the expiry of his leave of absence, his employment may, at the discretion of the Employer, be considered terminated.

- 15:10** Subject to Article 15:02, an employee may use up to ten (10) 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.

15:11 **WCB/MPI**

A. WCB

- (a) An employee who becomes injured or ill in the course of performing his duties must report such injury or illness as soon as possible to his immediate supervisor.
- (b) 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 WCB Workers Compensation payment(s) will be paid directly to the employee by WCB.

B. MPI

Were an employee is unable to work because of injuries sustained in a motor vehicle accident, he will inform the Employer immediately in accordance with established procedures and he must submit a claim for benefits to Manitoba Public Insurance (MPI). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by MPI.

C. WCB/MPI Advance

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

- (a) Advance payment(s) shall not exceed the employee’s basic salary as defined in Schedule A (exclusive of overtime), less the employee’s usual income tax deductions, Canada Pension Plan (CPP) contributions, and Employment Insurance (EI) contributions.
- (b) The advance(s) will cover the period of time from the date of injury or illness until the date the final decision is rendered. In no case shall the total amount of the advance exceed the lesser of:
 - (i) 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
 - (ii) Seventy percent (70%) of the value of the employee’s accumulated income protection credits.
- (c) The employee shall reimburse the Employer by assigning sufficient WCB/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 WCB/MPI directly to the employee.

- (d) In the event that WCB/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.
- (e) Upon receipt, the Employer will provide a statement to the employee indicating the amount of advance payment made and repayment received by the Employer.

D. WCB/MPI Supplement

- (a) Subject to (C), an employee who accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the WCB/MPI payments.
- (b) 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 Schedule A of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, CPP contributions and EI contributions.
- (c) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until:
 - (i) 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.
- (d) If at any time it is decided by WCB/MPI that any payment to be made to the employee by the Employer must be offset against

benefits otherwise payable by WCB/MPI, then such payment shall not be payable.

- 15:12** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 15:13** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.
- 15:14** An employee who is absent due to illness or injury which is not eligible for compensation by either the WCB subject to Article 15:12 A or by MPI as a result of a motor vehicle accident subject to Article 15:12 B, shall be paid his regular basic salary to the extent that he has accumulated income protection credits subject to Article 15:07. The Employer reserves the right to verify that a claim for income protection is not made with respect to any injury for which lost earnings are compensated by MPI.
- 15:15** Income protection will continue to accrue during a paid leave of absence, or 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.
- 15:16** Income protection cannot be claimed for any additional shift that was picked up.
- 15:17** Income protection cannot be claimed for any additional shift that was picked up at overtime rates.

Article 16 Bereavement Leave

- 16:01** 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, child, ward of the employee,

parent, step-parent, sibling, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, former legal guardian, fiancée, live in partner, step-child, step-sibling, grandparent-in-law, and any other relative who resides 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.

- 16:02** 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 named above.
- 16:03** An employee who is, or will be, absent on bereavement leave shall notify her supervisor at the earliest possible opportunity.
- 16:04** (a) Provided the employee has not received bereavement leave for the death in question, necessary time off up to one (1) day without loss of pay shall be granted an employee to attend a funeral as a pallbearer if the funeral is scheduled during the employee's hours of work.
- (b) Provided the employee has not received bereavement leave for the death in question subject to operational requirements, every reasonable effort shall be made to grant leave of absence without loss of pay of up to one (1) day to an employee to attend a funeral as a mourner. The time granted will be determined upon review of individual circumstances.
- 16:05** An employee who is entitled to bereavement leave under Article 16 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.
- 16:06** Subject to operational requirements, an employee who is a member of the Manitoba Paramedic Honour Guard may be granted one (1) day without loss of pay to attend a line of duty death funeral as a honour guard. Where the

leave requested requires an absence greater than one (1) day and the employee is scheduled to work such additional days, the employee will be required to exchange a shift(s) with another employee at no additional cost to the Employer. An employee shall inform the Employer in writing when his/her name is added to or removed from the Honour Guard roster.

Article 17 General Holidays

17:01 A paid day of rest shall be granted to every full-time employee on or for each of the following general holidays:

| | |
|----------------------------|-------------------------------|
| New Year's Day (January 1) | August Civic Holiday |
| Louis Riel Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day (November 11) |
| Victoria Day | Christmas Day (December 25) |
| Canada Day (July 1) | Boxing Day (December 26) |

And any other statutory holidays declared by Federal or Provincial Authority.

17:02 Whenever a general holiday falls on her scheduled day off, the employee shall receive an extra day off in lieu thereof; the Employer may however, give her an extra days pay at her basic rate if mutually agreed between the employee and the Employer.

17:03 A full-time employee, who is scheduled to work on a General Holiday and is unable to for whatever reason, shall be paid the day as a holiday.

17:04 Where a general holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

- 17:05** An employee scheduled and required to work on any general holiday shall be paid time and one half (1 ½ x) for all hours worked and in addition, a full-time employee shall be granted a compensating day off with pay within thirty (30) days before or after the holiday. If a compensating day is offered but by mutual agreement not taken, by a full-time employee, then that employee shall receive an additional day's pay at the basic rate in lieu thereof.
- 17:06** If a general holiday falls on a day on which an employee is receiving income protection benefits, he shall be paid for the holiday and such pay shall not be deducted from income protection credits.
- 17:07** (a) Employees shall be allowed to bank up to five (5) alternate days off in lieu of general holidays, for the employees future use at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule prior to the end of the fiscal year, the employee shall receive her regular rate of pay for all days banked.
- (b) The accumulated banked general holiday time referred to, shall be taken in the fiscal year in which it is earned.
- (c) In the event that an employee is terminated, the banked general holiday time shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.

Article 18 Union Representation and Business

- 18:01** Steward means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 18:02** The Employer recognizes the Union's right to select stewards to represent employees.
- 18:03** The Union shall determine the number of stewards and the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the site, and the administrative structure implied by the grievance procedure.

- 18:04** The Union agrees to provide the Employer with a list of stewards and any subsequent changes for each work location. The Union shall provide appropriate identification for stewards.
- 18:05** Stewards and employees shall not normally conduct Union business during their working time. Should it be necessary to conduct Union business during normal working hours and subject to operational requirements, they shall be allowed time off on a wage recovery basis subject to Union approval.
- 18:06** The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 18:07** For complaints of an urgent nature, a steward shall first obtain the permission of the steward's immediate supervisor before leaving work to investigate such complaint with the employee and a supervisor or departmental official concerned. Such permission shall not be unreasonably sought or withheld. On resuming the stewards normal duties, the steward shall notify the stewards supervisor.
- 18:08** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties the steward and employee shall notify their supervisor(s).
- 18:09** An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence on a wage recovery basis and without loss of seniority for a period of one (1) year. Such leave may be renewed each year on request, during his term of office. Such employee may receive his pay and benefits as provided for in this Agreement subject to recovery of payroll and related costs by the Employer from the Union.

Union Security, Dues and Bulletin Boards

- 18:10** A copy of this Collective Agreement shall be provided by the Union to each employee bound by the Agreement.
- 18:11**
- (a) During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union by payroll deduction, an amount equal to the biweekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the biweekly pay period following the date the employee is covered under the terms of this Agreement.
 - (b) Such dues shall be forwarded by the Employer to the Union within thirty (30) days after the end of each month, together with a list of all employees from whom the deductions were made.
 - (c) The Employer shall also provide the following data to the Union at the time of remission of union dues: employee's bargaining unit, classification, work location and home address. The employee's address shall be excepted only when an employee has expressly instructed the Employer in writing that due to security concerns, personal information should not be disclosed to any third party.
 - (d) In accordance with the Freedom of Information and Protection of Privacy Act, the home addresses as referenced in Article 18:11(c) may only be used by the Union for the purpose of communicating with its members. The Union shall have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of the personal information. When disposing of or storing this information, the Union shall take care that this information is transported, stored or destroyed in a secure manner.
- 18:12** When meeting with the Employer to conduct negotiations, or when meeting with more than one (1) Employer to conduct joint negotiations the maximum

number of employees who will be entitled to leave of absence, to participate in negotiations shall be as follows:

Local negotiations – One (1) representative without loss of regular pay and benefits to be paid by the Employer.

Joint negotiations – One (1) representative without loss of regular pay and benefits to be paid by the Employer.

Prior to the commencement of negotiations the Union shall supply the Employer with a list of employee representatives. Dependent upon operational requirements requested leave for such employees shall not be unreasonably denied.

Subject to mutual agreement of the parties, the total number of employees referred to above may be changed provided any additional employees would be on wage recovery from the Union.

This shall not prohibit the Union from adding additional resources to their team on an occasional basis subject to operational requirements at the employee's worksite.

- 18:13** Representatives of the Union and/or grievants 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 site/region.
- 18:14** The Employer agrees to deduct once annually the amount of any specific general assessment made by the Union.
- 18:15** The Union shall notify the Employer in writing as to the amount of current Union dues, and such dues shall not be changed without one (1) months prior notice, or more than twice in any calendar year.
- 18:16** The Employer agrees to provide a suitable bulletin board within the site 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.

- 18:17** The Union agrees to provide the Employer with a current list of officers and authorized representatives once annually and as changes occur.
- 18:18** 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.
- 18:19** A representative of the Union will be granted up to thirty (30) minutes to familiarize a new employee with the Union and this Agreement during the period of orientation.
- 18:20** Based on operational requirements and upon at least two (2) weeks (or more if reasonably possible), prior written request to the Employer, an employee elected or appointed to represent the Union at a Convention or other Union function which will include time away from work for full shifts only for union education, arbitration attendance and other mutually agreed upon leaves, shall be granted necessary leave of absence, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department/program/unit (or site where applicable) for this purpose.

The Employer will continue to pay the employee, subject to total recovery from the Union for:

- (a) Payroll, benefits and related costs, or
- (b) Replacement costs including overtime and agency (including all related agency costs, mileage, travel and accommodation where applicable) whichever is greater.

Where special or unusual circumstances prevent compliance with the two (2) weeks notice, the request shall be considered and shall not be unreasonably denied.

The Union will provide the Employer with written confirmation of dates requested.

- 18:21** Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, by classification groupings:
- (a) The name of each employee;
 - (b) The classification of each employee;
 - (c) The current rate of pay of each employee;
 - (d) The current mailing address of each employee.
- 18:22** An employee who is elected to an executive position in the Union shall be granted necessary leave of absence with pay to conduct union business away from the site where department operating requirements permit. The Union will reimburse the Employer for all payroll, benefits and related costs incurred during such absence.
- 18:23** Upon reasonable prior written notice in a request to the Employer, an employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence on a wage recovery basis unless otherwise mutually agreed. For any leave, the Employer will continue to pay the employee, subject to recovery of payroll costs by the Employer from the Union.
- 18:24** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

Article 19 Leave of Absence

- 19:01** Except in emergencies or unforeseen circumstances, all requests for any leave of absence shall be made in writing stating the reasons for and the expected duration of the leave, and submitted to the Department Manager at least thirty (30) calendar days in advance. The Employer shall notify the employee of the decision in writing without undue delay. Such requests shall be

considered on their individual merits including the operational needs of the department and shall not be unreasonably denied.

- 19:02** 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.
- 19:03** An employee shall be entitled to necessary time off to attend Citizenship Court to become a Canadian Citizen.
- 19:04** 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 election.
- An employee who is elected to public office shall be granted leave of absence without pay for the term of her office.
- 19:05** 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.
- 19:06** Unless otherwise specified in this Agreement, seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.
- 19:07** 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.
- 19:08** An employee on Leave of Absence up to two (2) years shall have the right to return to her former classification. An employee on Leave of Absence up to one (1) year shall have the right to return to her former position. In the event that the employees position no longer exists the employee shall be entitled to exercise her seniority as stated in Article 27 – Layoff and Recall.
- 19:09** Employees granted leave of absence without pay may make prepayments to maintain coverage as provided for under plan text of the HEB benefit plans.

Employees will pay the Employer's and employee's share of group health, dental, group life and D&R when on any period of unpaid LOA.

- 19:10** (a) An employee required to serve as a juror or witness in any court of law, other than a court proceeding occasioned by the employee's private affairs, shall receive 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 request reimbursement for, or be required to remit any reimbursement of expense for such duty.
- (b) Except as provided for in Article 21, where an employee is required to attend a court proceeding as a witness on an employment related matter on a day the employee is not scheduled to work, the employee shall receive regular basic pay for those hours required to be in attendance at court. Where the employee is required to attend court in a community outside of her base location, the employee shall be paid for travel time at her regular basic rate of pay. Where the employee is required to attend court in a community outside of her base location the employee shall also be eligible for expenses in accordance with Article 37. The employee will remit to the Employer any witness fees or expenses received.
- (c) In (a) and (b) above, the employee may be required to provide documentation of the time the employee was required to be in attendance at court.
- (d) An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employee's private affairs shall receive a leave of absence without pay for the required absence.
- 19:11** An employee shall be entitled to leave of absence without pay, subject to operational requirements to write examinations to upgrade her employment.
- 19:12** Upon written request and subject to approval by the Employer, an employee shall be granted funding to attend workshops, courses, and other programs that are relevant to her classification. Such request shall be submitted to the

appropriate Employer representative. Reimbursement for tuition or registration in the amount pre-approved shall occur upon satisfactory completion of the workshop, course or educational program.

19:13 Compassionate Care Leave

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

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

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

- (e) A family member for the purpose of this Article shall be defined as:
 - (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 of common-law partner of the parent.
 - (iv) or any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) 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.
- (g) Seniority shall be retained/accrued as per Article 7.
- (h) Subject to the provisions of Article 15 an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 16.
- (j) Any changes to Provincial Legislation will be reflected in this Article.

Article 20 Parenting Leave

20:01 Parenting leave consists of Maternity and Parental leave. Parental Leave includes Paternity and Adoptive leave. This Article shall also apply to same sex relationships.

20:02 An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B, but not both.

Maternity Leave – Plan A

1. In order to qualify for Maternity Leave, a pregnant employee must:
 - (a) Have completed six (6) months of continuous employment with the Employer;
 - (b) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her application as the day on which she intends to commence 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.

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.

2. 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 medical certificate, or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the medical

certificate 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 Manager.
3. An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of five (5) days of her accumulated income protection against the EI waiting period. These five (5) days shall be prorated for part-time employees based on their equivalent to full-time status. The Employer shall identify on the employees Record of Employment that the accumulated income protection credits granted are to be applied against the waiting period for the maternity leave.

An applicant for Maternity Leave under Plan A must sign an agreement with the Employer providing that:

- (a) She will return to work and remain in the employ of the Employer for a period of employment sufficient to allow re-accumulation of the number of sick days granted under subsection (a).
- (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 (b) above, the employee shall repay to the Employer the balance of the outstanding accumulation of sick day days granted under section (a) that had not been accrued at the time of termination. Should the employee fail to repay the outstanding amount as indicated above, the Employer shall withhold any balance owing from the employee's final pay or if the pay is insufficient, from the employees accrued vacation bank.

4. During the seventeen (17) week duration of Maternity Leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the Maternity Leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of the health related condition.

Maternity Leave – Plan B

1. In order to qualify for Plan B, a pregnant employee must:
 - (a) Have completed six (6) continuous months of employment with the Employer;
 - (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) Provide the Employer with proof that she has applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) She will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time

position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer and work the working hours remaining in the balance of the six (6) months of the full-time employment, and

- (b) She will return to work on the date of the expiry of her Maternity Leave and where applicable, her parental leave, unless this date is modified by the Employer and,
- (c) Should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (d) In the event the employee does not complete the full period of service as required under Article 20:02, she shall repay a portion of the top up as follows:

$$\frac{\begin{array}{l} \text{Monetary value of top up provided} \\ \text{(value is based on hours paid at regular} \\ \text{Rate of pay in 6 months prior to leave)} \end{array}}{\begin{array}{l} \text{Hours of service required to be worked} \\ \text{(based on monetary value)} \end{array}} \times \# \text{ of hours not worked}$$

Note: See Appendix F

- 3. An employee who qualifies is entitled to a maternity leave consisting of:
 - (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate as in Article 20:02(1)(c).
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate as in Article 20:02(1)(c).

- (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
4. During the period of maternity leave an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (a) For the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive ninety-three percent (93%) of the employee's normal weekly earnings;
 - (c) All other time as may be provided under Article 20:02(3) shall be on a leave without pay basis.
 5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date she wishes to end the leave.
 6. Plan B does not apply to term employees.
 7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

20:03 Sections 52 through 52.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.

20:04 **Parental Leave**

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

- (b) be the natural father of the child or must assume actual care and custody of this newborn child; or
 - (c) adopt a child under the law of the Province.
2. An employee who qualifies under (1) above must:
- (a) have completed six (6) months of employment; and
 - (b) except in the case of adoption leave, in accordance with 1(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 1(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.
3. An employee who qualifies in accordance with (1) and (2)(a)(b) and (c) as above, is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks inclusive of vacation as specified below. In no case however, shall any employee be absent on Maternity Leave plus Parental Leave (inclusive of vacation as specified below) exceeding fifty-two (52) consecutive weeks.

Where Maternity and/or Parental Leave exceeds seventeen (17) weeks the employee may elect to carryover to the next vacation year, up to five (5) days of the current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of commencement of leave in accordance with (vacation accrual) will be retained and will be available to be taken in the following vacation year.

4. Subject to (5), Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
5. Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
6. An employee may end her Parental Leave earlier than the date specified by giving her Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the date she wishes to end the leave.

20:05 Sections 58(1) through 59(2) inclusive and Section 60 of the Employment Standards Code respecting Parental Leave shall apply.

20:06 **Special Parenting Leave**

An employee not taking maternity or parental leave shall be entitled to one (1) days leave of absence with pay within seven (7) days of the birth or adoption of his/her child.

Article 21 Grievance Procedure

21:01 A “grievance” shall mean any dispute between an employee or the Union and the Employer regarding the interpretation, application or an alleged violation of the terms of this Agreement.

Working days for the purpose of the Grievance and Arbitration procedure are days excluding Saturdays, Sundays and statutory holidays.

An earnest effort shall be made to settle the grievance in the following matter:

21:02 Discussion Stage

Within fifteen (15) working days after the cause of the grievance occurs or at such time that the employee first makes it known that she is aware, the grievor shall attempt to resolve the dispute with her immediate supervisor.

21:03 Step One

If the grievance is submitted but not resolved within the foregoing time period, the grievor and union representative may, within the ensuing ten (10) working days, submit the grievance in writing to the next appropriate level of management as determined by the Employer who is outside the bargaining unit.

The Employer shall have ten (10) working days, following receipt of grievance, to respond to the grievance in writing.

21:04 Step Two

Failing settlement of the grievance at step one, the union may within ten (10) working days, submit the grievance in writing to the Chief Executive Officer or designate who shall, within ten (10) working days after receipt of the grievance, render a decision in writing.

21:05 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 good for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by mutual agreement of the parties as confirmed in writing.

21:06 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any manner whatsoever by mutual agreement between the Union and the Employer.

21:07 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.

- 21:08** An employee has the right to representation by a Union representative at any step of the grievance procedure and/or arbitration procedure. No employee will have the right to proceed to arbitration without the approval or authority of the Union.
- 21:09** Policy and/or group grievances shall be initiated at Step Two of the grievance procedure.
- 21:10** Grievances concerning demotion, suspension or dismissal shall be initiated at Step Two of the grievance procedure.

Article 22 Arbitration

The following shall not preclude the parties from seeking alternate dispute resolution processes such as Mediation, Arbitration, Non-Binding Neutral Advisory Opinion or Expedited Arbitration.

- 22:01** Unresolved grievances or disputes concerning only those matters set forth below shall be submitted to arbitration in accordance with the procedure set forth in this Article:
- (a) Grievance concerning the application interpretation or alleged violation of an Article of this Agreement;
 - (b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
 - (c) Grievances concerning dismissal, suspension, demotion or a written reprimand of an employee or reclassification;
 - (d) Classification and/or salary schedule disputes.
- 22:02** (a) Within ten (10) working days after receiving the reply of the Chief Executive Officer or designate and failing satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

- (b) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice shall so state.
 - (i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
 - (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board within ten (10) working days.
 - (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
 - (i) The party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
 - (ii) The two (2) members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.
 - (iii) If either party fails to appoint its member to the board as provided above or where the two (2) appointees of the parties fail to agree on the appointment of a third member within the time specified by the Minister of Labour upon the request of a party to the

Agreement, shall nominate a member on behalf of the party failing to make an appointment or shall nominate the third member and Chairperson as the case may be, and where the case requires, may nominate both, and where such nomination has been made, the Minister of Labour shall appoint that person as member or Chairperson or both as the case may be.

- (iv) The Chairperson and one (1) other member are a quorum but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (d) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (e) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (f) The Arbitration Board shall submit a report on the findings and the decision of the board within fourteen (14) days following the completion of the hearing to the parties.
- (g) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (h) In the case of a three (3) person Arbitration Board the decision of the majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (i) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Agreement or a

signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.

- (j) The Arbitration Board shall expressly confine itself to the issue submitted to the board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the board.
- (k) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by an Employer for cause, and provided the Collective Agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the board deems just and reasonable under the circumstances.
- (l) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
 - (i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the Chairperson of the Arbitration Board.
 - (ii) Each party to the arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
 - (iii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the arbitration board.
 - (iv) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.

- (v) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.

The parties hereto agree that an employee of the Employer and a staff member of the Manitoba Government and General Employees' Union shall not be eligible for appointment as a member of the Arbitration Board or to act as a member of the Arbitration Board.

22:03 Clarification on Decision

Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the Sole Arbitrator either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator to reconvene. Within five (5) calendar days the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.

22:04 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

22:05 Employees who are subpoenaed to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her (either the Employer or MGEU as the case may be), shall be responsible for compensating her for any salary which would otherwise be lost.

22:06 Arbitration hearings will be heard at a location 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 rate of pay in lieu of time off on general holidays. Such holiday pay shall be included on each regular pay and is in addition to payment for time worked on a general holiday.

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

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

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

23:04 (a) A part-time employee reporting for work as scheduled shall be paid not less than three (3) hours pay at her basic rate of pay if she is sent home due to lack of work.

(b) Part-time employees working occasional additional shifts in accordance with Article 23:04 shall be paid only in respect of hours actually worked.

23:05 **Income Protection in Case of Illness**

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

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full time hours}} \times \text{Entitlement of a Full time employee}$$

23:06 Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

23:07 **Annual Vacations**

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

Hours Paid at Regular Rate of Pay x Entitlement of a Pull time employee
Part time hours

23:08 Actual vacation accrual rate will be based on years of service. Accumulated hours, based on the employees' normal EFT, shall govern the amount of paid vacation time for the current vacation year.

Part time employees who work additional available shifts or hours shall accrue vacation pay on the additional available shifts or hours worked. Additional vacation time off does not accrue on additional available shifts or hours worked.

Vacation pay earned as result of working additional available shift(s) in accordance with Article 23:10 shall be paid out on an annual basis on the first last full pay period of the vacation year.

23:09 **Overtime**

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or biweekly hours of work as specified in Article 8.

23:10 **Assignment**

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

- (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be divided as equitably as possible amongst those employees who have requested additional hours, and they 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.

It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.

- (b) Should the part-time employee as described in (a) above refuse to report to work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, he will henceforth be offered additional hours at the sole discretion of the Employer.
- (c)
 - (i) Where a part-time employee is unable to work all or part of additional hours for any reason, payment shall be made only in respect of hours actually worked.
 - (ii) Additional hours worked by a part-time employee shall be included in the determination of seniority.
 - (iii) Additional hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits and general holiday pay.
 - (iv) No benefits other than those referenced in (ii) and (iii) above shall be based on additional hours worked.
 - (v) Where a part-time employee is scheduled to work additional shifts for a period of time as described under Article 2:12 Term Position, he shall be entitled to income protection benefits and bereavement leave.

23:11 As per Article 6:03, a part-time employee shall receive increments (calculated from the date of her last increment, or her starting date as the case may be),

on the basis of one (1) increment for each equivalent annual full-time hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of equivalent annual full-time hours worked, it shall be applied to the pay period next following completion of equivalent annual full-time hours worked.

Article 24 Uniforms

24:01 Uniforms and Credit System

Part-Time and Full-Time

Upon commencement of Part-time or Full-time employment the employee will receive:

- Three (3) pairs of pants;
- Three (3) polo shirts with crests (or equivalent number of military style shirts if requested by employee);
- One (1) multi season jacket;
- One (1) pair winter gloves;
- One (1) toque;
- Three (3) pairs of epaulets.

Note:

The above noted jacket will be replaced every three (3) years at the employer's expense.

Casual

Upon commencement of Casual employment the employee will receive:

- Two (2) pairs of pants;
- Two (2) polo shirts with crests (or equivalent number of military style shirts if requested by employee);
- One (1) multi season jacket;
- Two (2) pairs of epaulets.

Note:

The above noted jacket will be replaced every five (5) years at the employer's expense.

Annual Credit Allocation

The annual credit allocation shall be as follows:

- Full-time and Part-time employees – 400 credits;
- Casual employees – 260 credits (if a casual employee works more than 0.5 EFT in a fiscal year (calculated as at the last pay period in March of each year) he shall receive 400 credits

Credit allocation shall be used in the following fiscal year (no carry over).

One (1) credit equals one dollar (\$1.00).

For information purposes the attached document reflects the credit costs for available items at time of ratification. Changes to available items and credit cost per item will be recommended by the committee. Credit amounts will be based on demonstrable actual Employer costs.

Credits are available for use as of April 1 of each fiscal year.

Employees wishing to request uniform item(s) will follow the process below:

- Complete the RHA EMS Uniform Request Form
- Forward the Request Form electronically whenever possible to their respective Manager or designate
- No verbal requests will be accepted
- If sufficient credits exist the uniforms will be issued.

In the event that sufficient credits do not exist the EMS manager will contact the employee to discuss their options. Subject to Employer discretion, employees may need to pay for uniforms, in whole or in part, in the event they do not have sufficient credits.

Footwear

- (i) Employees will receive a \$100.00 footwear allowance upon commencement of employment.
- (ii) A footwear allowance to a maximum of \$100.00 per year shall be paid on the basis of \$0.048 per hour to include regular hours and call-back hours paid. Such allowance shall be paid as a lump sum payment annually on the closest pay period prior to March 31 of each subsequent year.

Jackets are not part of the credit system. After an employee's third (3rd) year (or fifth [5th] year for casual), jackets shall be provided as soon as reasonably possible following April 1.

EMS employees wishing to make suggestions or changes to the product supplied by the Employer may make a request in writing addressed to their EMS Manager and copied to the Union Representative on the uniform committee.

All items remain the property of the Employer and when no longer required must be returned by the employee. The employees shall be responsible for the laundering and maintenance of their own uniforms. Upon presentation of a receipt, the Employer will reimburse employees for the cost of hemming pants, where hemming is necessary, to a maximum of six dollars (\$6.00) per pair. Hemming and presentation of receipt must occur no later than four (4) weeks from the date of issuance of pants.

Where an employee works at more than one Employer (PMH, Southern, or IERHA) or with a common Employer this article will only apply at the highest EFT location. For an employee working casual at more than one Employer this article shall apply at the Employer of first employment.

Where uniforms are supplied, the Employer agrees to replace or repair such clothing when damaged in the performance of the employee's duties.

In the event of employee uniforms being exposed to contaminated materials or there are infection control risks to employees the Employer shall have in place necessary provisions for the proper cleaning of employee uniforms.

- 24:02** 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 of or damage to the employees tools, equipment or personal effects, or for luxury items.
- 24:03** 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 comparable compensation, providing established departmental procedures and policies have been followed and proof of purchase of the replacement is submitted.
- 24:04** Employees are responsible for any personal effects which 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 personal effects.

Article 25 Employee Benefits and Pre-Retirement Leave

25:01 (A) Dental Plan

The parties agree to the continuation of the Dental Plan for those employees currently participating in the Health Care Employees Benefit Plans (HEB).

(B) Disability and Rehabilitation Plan

1. The Employer agrees to participate in the 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 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 employees' 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 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;
 - (i) an employee does not have sufficient accrued income protection to cover the one hundred nineteen (119) calendar day elimination period, or
 - (ii) 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 the 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 (HSA) shall be made available for eligible employees as per the HEB Plan text.

25:02 Employees will pay the Employer's and employee's share of Group Health, Dental, Group Life and D&R when on any period of unpaid LOA.

25:03 Payment of Pre-Retirement Leave

- (a) Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date is reached.
- (b) 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.
- (c) 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.
- (d) Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rated portion of pre-retirement leave based on their actual hours worked as compared to those of a full-time employee.

Part-time employees shall be granted paid pre-retirement leave as specified above on a pro rata basis. Calculation will be based on the following formula:

$$\frac{\text{Total Hours paid at Regular Rate} \quad \times \quad 4 \text{ Days}}{\text{From Last Date of Employment}} \\ \text{Full-Time Annual Hours}$$

- (e) Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer, see Article 2:07, and shall be based on the employee's total length of continuous employment as at the date of retirement.
- (f) Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Canada Revenue Agency (CRA) limits and restrictions. Contributions for this purpose must also conform to the specific Pension Plan Trust Agreements, Plan text, and other applicable written policies and guidelines.

25:04 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 when the sum of the employee's years of age and length of continuous employment total eighty (80) or more, shall be granted four (4) days of paid pre-retirement leave per year of service or portion thereof.

Article 26 Discipline and Discharge

- 26:01** (a) No employee shall be disciplined without just cause.
- (b) No employee, other than a probationary employee, shall be dismissed without just cause.
- 26:02** When it becomes necessary to discipline an employee, the employee will be represented by the Union at a meeting held to discuss or impose disciplinary action unless he refuses such representation. When possible, the Employer shall give the employee advance notice of the nature of the complaint.
- 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 unless the employee elects otherwise.

- 26:04** An employee who alleges that she has been disciplined or dismissed without just cause shall submit a grievance in accordance with Article 21 of the Grievance Procedure.
- 26:05** The Employer agrees not to introduce as evidence any disciplinary document 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 within a reasonable time thereafter.
- 26:06** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy. A copy shall be forwarded to the Union unless the employee elects otherwise.
- 26:07** No notice or payment in lieu thereof is required where an employee is dismissed in accordance with Article 26:01 (Discipline and Discharge) and Article 30 (Notice of Termination).
- 26:08** Upon written request, and in the presence of an authorized representative of the Employer an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not limited to those documents which may be utilized to substantiate a disciplinary action against her and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file.
- 26:09** There shall be one (1) personnel file maintained by the Employer for each employee.

Article 27 Layoff and Recall

- 27:01** Layoff means to remove from a position of employment subject to the employee retaining such rights as set out in this Article.

- 27:02** In the event of a layoff, employees other than probationary and temporary employees shall receive notice or pay in lieu of such as follows:
- (a) Two (2) weeks' notice for layoff of up to eight (8) weeks;
 - (b) For a layoff of eight (8) weeks or more, notice would be based on one week per year of service, with a minimum of two (2) weeks' notice and a maximum of eight (8) weeks' notice.
- 27:03** When a reduction in the workforce becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification within their site, subject only to more senior employees being qualified, competent and willing to perform the required work.
- 27:04** No new employee shall be hired to fill vacancies when employees who are eligible for recall within any of the sites comprising the Regional Health Authority are qualified, able and available to fill the vacancy.
- 27:05** For purposes of this Article, "qualifications" refers to education, knowledge, training, skills, experience, aptitude and competence. "Ability" refers to mental and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable and non-discriminatory manner. The onus of proof rest with the Employer in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 27:06** Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

- 27:07** 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.
- 27:08** Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.
- 27:09** In the event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent and the incumbent will be entitled to exercise seniority rights within the site subject to her ability, performance record and qualification, to displace an employee in an equal or lower classification within the site. Where it is not possible due to seniority level, the employee shall be entitled to exercise her seniority rights, subject to her ability, performance records and qualifications, to displace an employee in a position of equal or lower classification within any of the other sites comprising the Regional Health Authority. Any employee thus displaced shall be entitled to a like exercise of seniority rights.
- 27:10** Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.
- 27:11** An employee who is on layoff shall not be entitled to notice of layoff when she returns to work on an incidental basis.
- 27:12** The right of an employee who has been laid off to be recalled under this Agreement will be forfeited in the following circumstances:
- (a) If the employee did not communicate with the Employer as specified, and
 - (b) If the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer,
 - (c) A thirty-six (36) month period has elapsed since the initial date of layoff.

- 27:13** Except for temporary layoffs of up to eight (8) weeks, accumulated vacation entitlement shall be paid out at time of layoff. An employee whose layoff is temporary (less than eight (8) weeks) may request pay-out of accumulated vacation entitlement.
- 27:14** Where an employee, alleges that the employee's layoff has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 27:15** An employee who is involuntarily demoted due to a reason other than unsatisfactory performance shall continue to be paid her current basic salary rate until the rate for the classification to which she was demoted exceeds her current rate.
- 27:16** An employee recalled to work in a different department, different site within the Regional Health Authority, or different classification from which she was laid off shall have the right to return to the position she held prior to the lay-off should it become vacant within one (1) year of being called back and such vacancy shall not be subject to the job posting procedure.
- 27:17** To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with her current address, and further, must inform the Employer of any address changes.
- 27:18** (a) Employees are to be recalled in order of seniority to vacancies within any of the sites comprising the Regional Health Authority subject to her ability, performance record, and qualifications. Such recall shall be made by registered mail and shall provide for a minimum of one (1) 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, or make reasonable alternative arrangements.
- (b) An employee who declines to return to a position comparable to that held prior to the layoff, without reasonable cause, shall be considered

terminated. However, termination of employment will be waived at the discretion of the Employer, if a laid off employee declines the recall due to unsuitability of the geographic location.

- (c) The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that she declines employment in a lower classification or lower EFT than she held prior to layoff, shall not terminate for failure to report for duty in that instance.

27:19 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 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.

27:20 Any employee with less than three (3) years employment to whom the Employer cannot offer alternative employment shall receive severance pay on the basis one (1) week per year of service.

Article 28 Discrimination and Harassment

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 No form of employee abuse will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them to their immediate supervisor as soon as possible.

28:03 The Employer and the Union agree that no form of harassment shall be condoned in the workplace. It is further agreed that both parties will work together to ensure that employees are aware of the Employer's Respectful

Workplace Policy, and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.

28:04 If the Chief Executive Officer (CEO) or designate determines that a complaint has been made for frivolous, or vindictive reasons, the CEO shall have the authority to:

- (a) Take disciplinary action against the complainant, and/or
- (b) Take any action against the complainant which in the CEO's opinion may be necessary.

Article 29 Performance Appraisals

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

- (a) performance appraisals shall be in writing and the contents shall be discussed with the employee;
- (b) the employee shall sign the performance appraisals for the sole purpose of indicating that he 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 at their request.

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.

30:03 Unless otherwise mutually agreed, the effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.

30:04 An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.

Article 31 Union/Management Advisory Committee

31:01 The Employer and the Union agree to maintain a Union/Management Committee with equal representation from both parties. 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 The Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect in the site and/or Regional Health Authority.

31:03 Employees appointed by, and acting on behalf of the Union, shall receive basic pay or the equivalent time off to attend meetings, with a minimum of one (1) hours pay.

31:04 The Committee shall meet as and when required at a mutually agreeable time within ten (10) calendar days of written notice being given by either party. An agenda will be prepared by the calling party with input from the other party and shall be distributed four (4) calendar days prior to the meeting taking place.

31:05 The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective

Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussion and conclusions.

Article 32 Health and Safety

- 32:01** (a) 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.
- (b) Subject to Section 42 of the Workplace Safety and Health Act, a worker may refuse to work or 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 or health of another worker or another person.
- 32:02** 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.
- 32:03** At the request of the employee, the Employer shall provide, at no cost to the employee, vaccinations(s) and/or immunization(s) for occupational illness(s) in accordance with the Canadian Immunization Guide, Health Canada.
- 32:04** **Inclement Weather**
 Employees who are unable to return to their point of origin as a result of inclement weather conditions or fleet vehicle breakdown while on Employer business shall inform the Employer as quickly as reasonably possible. Such employees shall suffer no loss of pay and in addition shall be entitled to the applicable provisions of Article 37.

32:05 Reasonable Accommodation

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

The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee.

Duty to accommodate is the shared responsibility of the Employer, the Union and the employee(s). Where a need to accommodate has been identified, the parties shall meet to investigate and explore possible accommodation solutions that are substantial and meaningful to the point of undue hardship.

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

Upon implementation of an accommodation provision according to the Code, the Employer and the Union agree to provide an orientation to affected employee(s) as to the principles of reasonable accommodation and the nature of the accommodation being implemented. In the event the accommodation results in the employee(s) being moved to a position in a higher classification, her new salary shall be determined in accordance with Article 8 (Vacancies, Promotions and Transfers).

In the event the accommodation results in the employee(s) being moved to a position in a lower classification, her new salary shall be determined in accordance with Article 8 (Vacancies, Promotions and Transfers).

Article 33 Provisions for Part Time Employees Occupying More Than One Position

33:01 Part time employees shall be eligible to apply for and occupy more than one (1) parttime position within the sites comprising the Regional Health

Authority. It is understood that at no time will the arrangement result in additional cost to the Employer. Where it is determined that is not feasible for the employee to work in more than one (1) position, the employee will have the option of assuming the position applied for and relinquishing their former position.

- 33:02** At no time shall the sum of the positions occupied exceed the equivalent of one (1) equivalent full time (EFT). However, it is recognized that daily hours of work may be exceeded by mutual agreement between the Employer, the employee and the Union.
- 33:03** Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part time (i.e. status will not be converted to full time) and the provisions of Article 23 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.
- 33:04** All salary based benefits, i.e. Group Life, Pension, LTD, as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
- 33:05** All accrued benefits, i.e., vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- 33:06** Requests for scheduling of vacation, paid or unpaid leaves of absence, etc. shall be submitted to each departmental/site supervisor/manager, and will be considered independently, based on the operational requirements of each department/site, requests shall not be unreasonably denied.
- 33:07** Employees taking on an additional position will be subject to a trial period in accordance with Article 8. If during the trial period the applicant is found by the Employer to be unsatisfactory in her new position, she shall relinquish that position.
- 33:08** Where an approved arrangement is later found to be unworkable, the affected employee will be required to relinquish one of the positions occupied.

Article 34 Technological Change

34:01 Technological change shall mean the introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

34:02 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 date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect employees from any adverse affects, either party may refer the matter to arbitration as provided for under the terms of this Agreement.

34:03 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 the qualifications and ability to perform. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with layoff procedure specified in this Agreement.

34:04 **Training Benefits**

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.

Article 35 Temporary Transfers

- 35:01**
- (a) Qualified employees will be offered the opportunity to work in Sites experiencing occasional needs for additional employees.
 - (b) Temporary transfers will not take place until all provisions are fulfilled for assigning additional shifts at the receiving Site.
 - (c) Employees who are temporarily transferred will be covered by the Collective Agreement. Prior to a temporary transfer, the Employer will outline the duration of the temporary transfer as well as entitlements for transportation allowance, meal allowance, accommodation and other applicable travel allowances.
 - (d) Where not enough employees volunteer for temporary transfer, involuntary transfers will only occur on an emergent and episodic basis consistent with the provisions detailed in the Collective Agreement.
 - (e) Orientation will be provided as reasonably as possible.
 - (f) It is understood that transfers will occur within a seventy five (75) km radius of the originating site and/or location, unless a greater distance is mutually agreed between the Employer and the Union.
 - (g) Employees who are temporarily transferred to sites within the Regional Health Authority shall be eligible for transportation reimbursement in accordance with the Province of Manitoba mileage rates for use of a personal motor vehicle, in accordance with the following formula:

Distance (in kilometers) from the employee's home to the new work site and/or location minus the distance (in kilometers) from the employee's home to the employee's originating work site and/or location.

Article 36 Transportation and Vehicle Allowance

36:01 Employees required to use, or provide their own personal vehicle for Employer business, which has been pre-authorized by the Employer, shall be reimbursed and paid in accordance with the Province of Manitoba mileage rates, subject to a minimum mileage payment of six dollars (\$6.00) return, and in accordance with the following formula:

Distance (in kilometers) from the employee's home to the alternate location/worksite minus the distance (in kilometers) from the employee's home to the employee's originating worksite.

It is understood that any adjustments in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective.

Article 37 Meal Expenses/Travel Allowances

37:01 Travel Status means absence of the employee from the employee's base location on business involving travel and accommodation with the approval of the Employer.

37:02 Base location for the purpose of travel status means an area twenty-four (24) kilometers or fifteen (15) miles around the employee's base location.

37:03 Meals - Eligibility for Claims

Breakfast - An employee is expected to have had breakfast before the start of the day's work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:

- (a) The employee is in travel status; or
- (b) The employee has been travelling for more than one (1) hour on Employer business before the recognized time before the start of the employee's day's work.

37:04 Luncheon - An employee is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern occur and the cost of luncheon may be claimed when:

- (a) The employee is in travel status; or
- (b) The employee has been travelling on Employer business in excess of twenty-four (24) kilometres or fifteen (15) miles around the employee's base location.

37:05 The inability of the employee to return to the employee's home or residence does not constitute grounds for claim for the cost of a purchased meal.

Dinner - An employee may only claim for the cost of a dinner meal when:

- (a) The employee is in travel status; or
- (b) The employee has been travelling on Employer business and not expected to arrive back to the employee's residence before 7:30 p.m. where a meal break is not taken.

Any extension of working hours at the normal place of work is covered under Meal Allowances during Overtime Work. No other meal claims except as provided in this Article shall be paid.

37:06 An employee who is eligible may claim the following meal allowances:

- (a) In all areas not covered by remoteness allowance:

| <u>Breakfast</u> | <u>Luncheon</u> | <u>Dinner</u> |
|------------------|-----------------|---------------|
| \$7.85 | \$9.85 | \$16.70 |

- (b) In areas covered by remoteness allowance:

| <u>Breakfast</u> | <u>Luncheon</u> | <u>Dinner</u> |
|------------------|-----------------|---------------|
| \$8.35 | \$10.35 | \$17.90 |

When an employee is in travel status and a meal expense occurs, the employee is entitled to a meal claim up to the provincial rate, however, must provide receipt of all meals or meal per diem(s) claimed.

Note: When the Province of Manitoba meal rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

- 37:07** Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maximum may be claimed if supported by a receipt.
- 37:08** Article 37:03, 37:04 and 37:05 are not applicable to Superintendents except in circumstances of specifically approved required attendance at education opportunities, conferences, workshops.
- 37:09** Parking
An employee may claim parking expenses as follows:
- (i) Short-term parking, when the employee is away from the workplace; and
 - (ii) Overnight parking where it is not provided with accommodation.
- 37:10** Special Emergencies
Where special circumstances arise, (Example: flood control, fire duties, etc.) and an employee is required to work extended hours in connection with that emergency, with the authority of the Employer, the employee may claim the cost of purchased meals appropriate to the period worked, as provided for under Meals Expenses/Travel Allowances.

37:11 Telephone and Business Communications

- (a) Charges for telephone calls and business communications necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned or communicated with, and the city or town involved.
- (b) An employee is entitled to claim the cost of long distance telephone calls up to a maximum of five dollars (\$5.00) for each period of three (3) consecutive nights away from the employee's residence on business and overnight accommodation is involved.

37:12 Travel Status - Return Home Over a Weekend

Provided that work schedules permit, an employee in travel status may return home over a weekend and shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the employee in travel status over the weekend.

If travel is by vehicle, this cost should be evaluated at the per kilometre rate applicable for personal distance travelled for that vehicle.

37:13 Accommodations

Employees travelling on Employer business are entitled to standard hotel room accommodation with a bath when available.

37:14 The type, standard and cost of accommodation, and the period for which such costs may be allowed shall be reasonable considering all relevant circumstances.

37:15 Where no overnight accommodation is involved, only the appropriate individual expenses may be claimed.

37:16 An employee who is in travel status may claim an incidentals allowance of five dollars (\$5.00) for each night.

The incidentals allowance covers reimbursement for all incidental expenses.

Article 38 Contracting Out

38:01 It will not be considered contracting out should the Employer:

- (a) Merge or amalgamate with another health care facility, health care related facility or another service provider, or
- (b) Transfer or combine any of its operations or functions with another health care facility, health care related facility or another service provider, or
- (c) Take over any of the operations or functions of another health care facility or another service provider, or
- (d) Centralize or consolidate with another service provider.

The Employer will provide all relevant information to the Union in a timely manner as it becomes available.

38:02 In the event of devolution and transfer of services provided by employees covered by this Agreement to a Crown Corporation, Board, Agency, Commission, or other service provider, the Employer and the Union will establish a joint committee to facilitate the orderly transfer of employees who are impacted.

Where the successorship provisions of the Labour Relations Act have been determined by the Manitoba Labour Board to apply, the provisions of this agreement shall continue in effect for the affected employees unless otherwise modified by the Manitoba Labour Board.

The Employer and the Union will work together with the successor Employer to negotiate a transition agreement respecting the administration and interpretation of this Agreement during the period required to negotiate a new collective agreement.

Article 39 Term of Agreement

- 39:01** Unless otherwise specified, this Agreement and all its provisions shall be effective the date of ratification.
- 39:02** (a) This Agreement shall be in full force and effect until March 31, 2018, and thereafter should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.
- (b) The Union agrees to give the Employer at least two (2) weeks' (14 days) written notice as to the intended time and date of strike action.
- (c) The Employer agrees to give the Union at least two (2) weeks' (14 days) written notice as to the intended time and date of lockout.
- 39:03** The Agreement may be amended during its term by mutual agreement.
- 39:04** Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 39:05** All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the bi-weekly pay period following the date of ratification of this Agreement unless otherwise specified.
- 39:06** It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the bargaining unit shall strike during the term of this Agreement.

39:07 Should there be retroactive wage and benefit adjustments, they shall be made payable within ninety (90) working days of the date of ratification. Such retroactive adjustments shall be paid on a separate deposit and applied as follows:

- (a) To full-time, part-time, temporary and casual employees who are covered by this Agreement.
- (b) Upon written application, no later than forty-five (45) days following the date of ratification, to employees who have resigned or retired.
- (c) Upon written application, no later than forty-five (45) days following the date of ratification, to the estate of deceased employees.

Article 40 Telephone Consults

40:01 When an employee is consulted by telephone outside of his 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 his regular daily or bi-weekly hours of work shall be paid at his 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 his 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.

IN WITNESS WHEREOF representatives of Southern Health - Santé Sud have hereunto set their hand for and on behalf of Southern Health - Santé Sud and representatives of Manitoba Government and General Employees' Union have hereunto set their hand for and on behalf of Manitoba Government and General Employees' Union.

Signed this _____ day of _____ 2019.

On behalf of Southern Health - Santé Sud

On behalf of Manitoba Government
and General Employees' Union

On behalf of Southern Health - Santé Sud

On behalf of Manitoba Government
and General Employees' Union

On behalf of Southern Health - Santé Sud

On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 1*between***Southern Health/Santé Sud***and***Manitoba Government and General Employees' Union****Emergency Medical Services (EMS) Superintendents****Re: Application of Overtime Rates for Callback**

The purpose of this Memorandum is to provide clarification on the interpretation and application of Article 12:05 for the payment of callback. Implementation of this memorandum to be effective the second full pay period following the final date of ratification February 15, 2018.

For the purpose of this Memorandum, a calendar day is defined as the period of time between 0001 hours and the next succeeding 2400 hours. For the purpose of this Memorandum, a callback commencing before midnight and ending after midnight into the next calendar day shall be calculated as if the callback occurred entirely within the first calendar day.

1. FULL TIME EMPLOYEES

- (a) Multiple call backs while on standby on a day other than a General Holiday - One and one-half times (1 ½ X) rate is payable. Two times (2X) rate is payable for time actually worked when an employee works in excess of three (3) hours while on standby within any one (1) calendar day.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works two (2) hours.

The employee is paid two (2) hours at one and one-half times (1 ½ X) rate. The employee is also paid one and one-half times

(1 ½ X) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works two (2) hours.

The employee is paid one (1) hour at one and one-half times

(1 ½ X) rate for the first hour worked and two times (2X) rate for the second (2nd) hour worked. The employee is also paid one and one-half times (1 ½ X) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 3rd callback - Employee works two (2) hours.

The employee is paid two (2) hours at two times (2X) rate. The employee is also paid one and one-half times (1 ½ X) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (b) Call backs on a General Holiday - Two and one-half times (2 ½ X) rate is payable on all callback hours paid.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works one (1) hour.

The employee is paid two and one-half times (2 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works four (4) hours.

The employee is paid two and one-half times (2 ½ X) rate for four (4) hours.

- 3rd callback - Employee works two (2) hours.

The employee is paid two and one-half times (2 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

2. PART TIME EMPLOYEES

- (a) Multiple call backs while on standby on a day other than a General Holiday - One and one-half times (1 ½ X) rate is payable. Two times

(2X) rate is payable for time actually worked when an employee works in excess of three (3) hours while on standby within any one (1) calendar day.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works two (2) hours.

The employee is paid two (2) hours at one and one-half times ($1\frac{1}{2}X$) rate. The employee is also paid one and one half times ($1\frac{1}{2}X$) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works two (2) hours.

The employee is paid one (1) hour at one and one-half times ($1\frac{1}{2}X$) rate for the first hour worked and two times (2X) rate for the second (2nd) hour worked. The employee is also paid one and one-half times ($1\frac{1}{2}X$) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 3rd callback - Employee works two (2) hours.

The employee is paid two (2) hours at two times (2X) rate. The employee is also paid one and one-half times ($1\frac{1}{2}X$) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (b) Call backs on a General Holiday - Two and one-half times ($2\frac{1}{2}X$) rate is payable on all callback hours paid.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works one (1) hour.

The employee is paid two and one-half times ($2\frac{1}{2}X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works four (4) hours.

The employee is paid two and one-half times ($2\frac{1}{2} X$) rate for four (4) hours.

- 3rd callback - Employee works two (2) hours.

The employee is paid two and one-half times ($2\frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

3. CASUAL EMPLOYEES

- (a) Multiple call backs while on standby on a day where the casual employee has worked the applicable full-time daily hours of work other than a General Holiday.

One and one-half times ($1\frac{1}{2} x$) rate is payable. Two times ($2X$) rate is payable for time actually worked when an employee works in excess of three (3) hours while on standby within any one (1) calendar day.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works two (2) hours.

The employee is paid two (2) hours at one and one-half times ($1\frac{1}{2} X$) rate. The employee is also paid one and one-half times ($1\frac{1}{2} X$) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works two (2) hours.

The employee is paid one (1) hour at one and one-half times ($1\frac{1}{2} X$) rate for the first hour worked and two times ($2X$) rate for the second (2nd) hour worked. The employee is also paid one and one-half times ($1\frac{1}{2} X$) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 3rd callback - Employee works two (2) hours.

The employee is paid two (2) hours at two times ($2X$) rate. The employee is also paid one and one-half times ($1\frac{1}{2} X$) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

(b) Call backs on a General Holiday

The employee is paid one and one-half ($1\frac{1}{2} X$) rate until hours worked on the General Holiday reach the full-time daily hours of work.

(i) Employee works a scheduled full shift on the General Holiday:

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works one (1) hour.

The employee is paid two and one-half times ($2\frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works four (4) hours.

The employee is paid two and one-half times ($2\frac{1}{2} X$) rate for four (4) hours.

- 3rd callback - Employee works two (2) hours.

The employee is paid two and one-half times ($2\frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

(ii) Employee has not worked a regular shift but is on standby:

For example, an employee is on standby and is called to report for duty five (5) times within the calendar day. Example based on full-time regular hours of eight (8) hours per day:

- 1st callback - Employee works one (1) hour.

The employee is paid one and one-half times ($1\frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works four (4) hours.

The employee is paid one and one-half times ($1 \frac{1}{2} X$) rate for four (4) hours.

- 3rd callback - Employee works two (2) hours.

The employee is paid one and one-half times ($1 \frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 4th callback - Employee works two (2) hours.

The employee is paid one and one-half times ($1 \frac{1}{2} X$) rate for one (1) hour. As the employee has now worked the full-time daily hours, the employee is paid two and one-half times ($2 \frac{1}{2} X$) rate for the remaining two (2) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 5th callback - Employee works one (1) hour.

The Employee is paid two and one-half times ($2 \frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (d) Multiple call backs while on standby on a day where the employee has not worked the applicable full-time daily hours. - Straight time (1X) rate payable for not less than three (3) hours for each callback. Should the casual employee work in excess of the daily full-time hours of work, “a” above shall apply.

First example, an employee is on standby and is called to report for duty four (4) times within the day. Example based on full-time regular hours of eight (8) hours per day.

- 1st callback - Employee works four (4) hours.

The employee is paid four (4) hours at straight time (1X) rate.

- 2nd callback - Employee works for two (2) hours.

The employee is paid three (3) hours at straight time (1X) rate, which satisfies the minimum guarantee of three (3) hours pay.

- 3rd callback - Employee works three (3) hours.

The employee is paid two (2) hours at straight time (1X) rate and one (1) hour at one and one-half times ($1\frac{1}{2}X$) rate, as the employee has now worked the full-time daily hours.

- 4th callback - Employee works five (5) hours.

The employee is paid two (2) hours at one and one-half times ($1\frac{1}{2}X$) rate and three (3) hours at two times (2X) rate.

Second example, an employee is on standby and is called to report for duty two (2) times within the day. Example based on full-time regular hours of eight (8) hours per day.

- 1st callback - Employee works twelve (12) hours.

The employee is paid eight (8) hours at straight time (1X) rate, three (3) hours at one and one-half times ($1\frac{1}{2}X$) rate, and one (1) hour at two times (2X) rate.

- 2nd callback - Employee works two (2) hours.

The employee is paid two (2) hours at two times (2X) rate and one (1) hour at one and one-half times ($1\frac{1}{2}X$) rate, which satisfies the minimum guarantee of three (3) hours at overtime rates.

Signed this _____ day of _____ 2019.

On behalf of Southern Health - Santé Sud

On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 2*between***Southern Health/Santé Sud***and***Manitoba Government and General Employees' Union****Emergency Medical Services (EMS) Superintendents****Re: Representative Workforce**

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

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

Signed this _____ day of _____ 2019.

On behalf of Southern Health - Santé Sud

On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 3

between

Southern Health/Santé Sud

and

Manitoba Government and General Employees' Union

Emergency Medical Services (EMS) Superintendents

Re: Increase in EFT

Notwithstanding Article 9, the EFT of a part-time employee may be increased in accordance with the following process:

The parties agree that it may be of mutual benefit to the employees and the Employer to allow part-time employees, who request to do so, to increase their EFT.

- (a) Requests to permanently increase EFT's shall be made in writing by part-time employees at a date determined by the Employer. The employee shall indicate the maximum EFT to which they wish to increase.

Subject to (i) the Employer will at least once annually provide the opportunity for part-time employees to submit a request in writing for consideration to increase their EFT.

- (b) An employee may increase his EFT up to a 1.0 EFT.
- (c) In considering requests, the Employer in consultation with the Union shall consider such factors as current EFTs, shift assignments, shift schedules, the department/program(s) needs and the requirements of Article 11. If the requests by employees within a department/program exceed the availability within that department/program as determined by the Employer, the Employer shall offer in order of seniority. The final

determination shall be made no later than sixty (60) days after receipt of all written requests as outlined in (a).

- (d) A part-time employee shall not be permitted to increase her EFT while other employees are on layoff from that department/program unless such laid off employees have been recalled or have declined recall.
- (e) Where any request to change EFT has been approved, the Employer shall issue a letter to the employee confirming the employee's new EFT in accordance with this Collective Agreement along with an effective date.
- (f) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
- (g) Any changes to shift patterns as a result of changing EFT's shall be done in accordance with the provision of Article 11 and any pre-approved vacation will be honored in the new schedule unless otherwise mutually agreed between the Employer and the employee.
- (h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Agreement including, without limitation, the right to post vacant positions.
- (i) For the duration of this Collective Agreement, the Employer and the Union shall meet on or before May 31st annually to determine if they wish to repeat the EFT adjustment process in the following year. There must be mutual agreement to repeat this process.

Signed this _____ day of _____ 2019.

On behalf of Southern Health - Santé Sud

On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 4

between

Southern Health/Santé Sud

and

Manitoba Government and General Employees' Union

Emergency Medical Services (EMS) Superintendents

Re: Employment Security

The Employer is concerned with its employees' employment security, and the Union is concerned with its members' employment security, and within the Province of Manitoba health care reform continues to be explored, and there may be a need to examine the delivery of health care within the site, and 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 site. 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 site, 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 cooperate with other sites, with R.H.A., and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

Signed this _____ day of _____ 2019.

On behalf of Southern Health - Santé Sud

On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 5

between

Southern Health/Santé Sud

and

Manitoba Government and General Employees' Union

Emergency Medical Services (EMS) Superintendents

Re: Emergency Disaster and Fire Plans

- (a) The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union.
- (b) 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 CEO/COO or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement. Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 12 shall apply to overtime hours worked.
- (c) Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 12.

This memorandum of agreement will not supercede any other Multi Union/Multi Employer agreements relating to Emergency or Disaster Response.

Signed this _____ day of _____ 2019.

On behalf of Southern Health - Santé Sud

On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 6

between

Southern Health/Santé Sud

and

Manitoba Government and General Employees' Union

Emergency Medical Services (EMS) Superintendents

Re: Twelve (12) Hour Shifts (2184 Annual Hours)

The Employer and the Union mutually agree that the following conditions and understanding apply re the 12 hour shift pattern.

1. There must be mutual agreement between the Employer and the Union to implement and continue the 12 hour shift pattern, otherwise the provision of Hours of Work and Shift Schedules in the Collective Agreement or some other mutually agreeable variation of the Collective Agreement shall apply. Either party may terminate the terms of this MOA on at least sixty (60) days written notice.
2. Full-time hours of work shall provide:
 - (a) That there shall be twenty-eight (28) shifts of 12 hours duration in each four (4) consecutive bi-weekly period.
 - (b) In the administration of the "12 Hour" Shift Memorandum, the provisions of Article 11:05 do not apply.

(Any mutually agreed variation will not result in overtime costs to the Employer.)
3. Each shift of 12 hours is to be inclusive of two (2) fifteen minute rest periods and forty-five (45) minutes of paid meal period(s).

4. Overtime shall either be time worked in excess of the 12 hour shift or hours worked in excess of the rotation pattern in effect.

5. Vacation – Recognized Holidays – Income Protection

With reference to the above benefits, the paid time off that is received under the 12 hour shift pattern is to correspond exactly in hours to the paid time off on an eight hour shift pattern.

6. Application of Article 18:05:

An employee required to work on a Recognized Holiday shall be paid at a rate of one and one-half (1.50) times his basic pay for hours worked and, in addition, shall receive eight hours off at his basic rate of pay.

7. Application of Article 18:08:

An employee may accumulate 48 hours given in lieu of Recognized Holidays in order to take four (4) consecutive 12 hours shifts off with pay. Such shifts may be added to a weekend off or to scheduled days off or used to complete a partial week of vacation.

8. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement.

Signed this _____ day of _____ 2019.

On behalf of Southern Health - Santé Sud

On behalf of Manitoba Government
and General Employees' Union

Salary Schedule

| Date | Adj | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | 20 Year |
|--------------|------|--------|--------|--------|--------|--------|---------|
| May 20,2015 | | 28.031 | 29.263 | 30.517 | 31.645 | 32.563 | 33.214 |
| Oct 1, 2016 | | 28.672 | 30.538 | 32.012 | 33.387 | 34.575 | 35.267 |
| Market Adj % | | 3.0% | 4.4% | 4.9% | 5.5% | 6.2% | |
| Apr 1, 2016 | 2.0% | 29.450 | 31.149 | 32.653 | 34.055 | 35.266 | 35.971 |
| Oct 1, 2016 | | 29.998 | 31.941 | 33.810 | 35.639 | 37.338 | 38.085 |
| Market Adj % | | 1.9% | 2.5% | 3.5% | 4.7% | 5.9% | |
| Apr 1, 2017 | 2.0% | 30.598 | 32.580 | 34.486 | 36.352 | 38.085 | 38.847 |
| | | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% | |
| Oct 1, 2017 | | 31.146 | 33.372 | 35.644 | 37.936 | 40.156 | 40.959 |
| Market Adj % | | 1.8% | 2.4% | 3.4% | 4.45 | 5.4% | |