

This Collective Agreement made this 4th day of October, 1993.

Between



**THE PUBLIC SERVICE ALLIANCE OF CANADA
(herein called the "Alliance")**

-and-

**DEER LODGE CENTRE, INC.
(herein called the "Centre")**



June 1st, 1992 to May 31, 1995



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PREAMBLE

It is the purpose of both parties to this Collective Agreement to maintain harmonious relations and settled conditions of employment between the Centre and the Alliance, to promote co-operation and understanding between the Centre and its staff, to recognize the value of joint discussion and negotiations in all matters pertaining to conditions of employment, rates of pay and hours of work, to secure prompt and equitable disposition of grievances, to promote the well-being of all employees of the bargaining unit, to promote efficient operation of the Centre and that first consideration will be given to the welfare of the patients of the Centre.

ARTICLE 1

RECOGNITION AND SCOPE

1:01 The Centre recognizes the Alliance as the sole and exclusive bargaining agent for employees in the classifications included in the bargaining unit as certified by the Manitoba Labour Board under certificates **MLB 3795** and **MLB 3796**.

- 2:06 "Employee" means a person who is a member of the bargaining unit.
- 2:07 A "full-time" employee is one who regularly works the hours specified in Article 15 - HOURS OF WORK.
- 2:08 A Licensed Practical Nurse is a person eligible for registration or entitled to practice as a Licensed Practical Nurse under the Licensed Practical Nurses Act of Manitoba.
- 2:09 A "part-time" employee is one who regularly works less than the prescribed bi-weekly hours, exclusive of overtime, as specified in Article 15 - HOURS OF WORK but not less than six (6) hours per bi-weekly pay period. A part-time employee shall be assigned and committed to work the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement in writing between the employer and the employee.
- *2:10 A "probationary" employee is one who has not completed three (3) calendar months of continuous full-time employment or four (4) calendar months of part-time employment. This clause shall not preclude the Hospital from extending the probationary period by one month. The Hospital agrees to give written

notice of the extension to the employee, and the Alliance representative prior to the completion of the probation period. Employees shall not be eligible to apply for transfer or promotion during their probationary period.

- 2:11** A "weekend" denotes Saturday and Sunday.
- 2:12** Wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural, or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.
- 2:13** (a) A "temporary" employee is one who is newly hired for a specific period of time or until completion of a particular project, of a maximum duration of six (6) months unless at the time of hiring the prospective employee and the Alliance are informed in writing that the project will be of more than six (6) months duration, but not more than twelve **(12)** months. This period may be extended by mutual agreement of the parties.
- (b) **No** employee shall be laid off and/or re-employed for the purpose of extending the period of temporary employment.

*(c) **An** individual formerly employed in a temporary position who submits an application for a posted permanent position within thirty (30) calendar days of the termination of the temporary position shall have service connected for seniority purposes should he/she be awarded the permanent position.

(d) **A** temporary employee shall have no seniority rights over regular full-time or part-time employees.

***2:14** "Transfer" means a movement of an employee from one position to either another position in the same classification or a position in another classification having the same maximum rate of pay.

ARTICLE 3

APPLICATION

3:01 The provisions of this Agreement apply to the Alliance, Employees and the Centre.

ARTICLE 4

MANAGEMENT RIGHTS

- 4:01** All the functions, rights, powers and authority which the Centre has not specifically abridged, delegated or modified by this Agreement are recognized by the Alliance, as being retained by the Centre.
- *4:02** 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 5

ALLIANCE REPRESENTATION

- 5:01** The Centre acknowledges the right of the Alliance to appoint employees as representatives.
- 5:02** The Alliance agrees to provide the Centre with a current list of officers and authorized representatives.

- 5:03 Alliance representatives will be granted necessary time off with basic pay to meet with the Centre for the purpose of conducting negotiations, subject to a maximum cost to the Centre of maintaining salaries of five (5) employees so engaged.
- 5:04 **An** authorized representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a complaint of **an** urgent nature, to meet with management on **a** grievance or to attend a meeting at the request of management. Such permission shall not be unreasonably withheld. The authorized representative shall report back to their supervisor when resuming their normal duties.
- *5:05 Employee representatives appointed by the Alliance to attend meetings of the Employer/Employee Consultation Committee, the Workplace Health **and** Safety Committee and any other joint committee at the Centre to which the Alliance appoints representatives, shall be compensated at their basic rate of pay for time spent at such meetings. Employees shall be entitled to equivalent time off if requested. Off-duty employees who attend such meetings shall be compensated for a minimum of one **(1)** hour.

ARTICLE 6

UNION DUES

- 6:01** The Centre agrees to deduct the amount of monthly dues, as determined by the Alliance, from the pay of each employee covered by this agreement, whether a member of the Alliance or not.
- 6:02** Dues deductions from pay for each employee in respect of each month will start with the first full calendar month of employment. Where an employee does not have sufficient earnings in respect of any calendar month to permit deductions, the Centre shall not be obligated to make such deductions from subsequent salary.
- 6:03** The Centre agrees to make deductions for the Public Service Alliance of Canada Group Insurance Plan on the basis of production of appropriate documentation.
- 6:04** The above deductions shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

- 6:05** The Alliance shall notify the Centre in writing of any changes in the amount of dues at least two months in advance of the end of the pay period in which the deductions are to be made.
- 6:06** In consideration of the foregoing clauses, the Alliance shall hold the Centre harmless with respect to all dues so deducted and remitted and with respect to any liability which the Centre may incur as a result of such deductions.
- *6:07** The Centre shall supply the Alliance with the name, classification and work location of new employees and shall provide updates on this information for existing employees as changes occur.

ARTICLE 7

NON-DISCRIMINATION

- *7:01** It is agreed that there shall be no discrimination, interference, restriction, coercion or harassment exercised or practised with respect to any employee by reason of age, creed, race, color, national origin, political or religious affiliation, sex or marital status,

sexual orientation, mental or physical disability which does not render an employee incapable of performing assigned duties following reasonable accommodation by the Centre, nor by reason of membership or non-membership or activity in the Alliance.

ARTICLE 8

AGREEMENT INFORMATION

- 8:01** The Alliance agrees to provide each newly hired employee with a copy of the collective agreement and the Centre agrees to provide the local Union President or designate with up to forty five **(45)** minutes paid leave to acquaint newly hired employees, at the time of orientation, with the fact that a collective bargaining relationship exists between the Alliance and the Centre.
- 8:02** The Alliance agrees to provide existing employees with a copy of the collective agreement.
- 8:03** The Alliance agrees to print the collective agreement and the Centre agrees to share equally the cost of the printing.

ARTICLE 9

JOINT CONSULTATION

- 9:01 The Centre and the Alliance agree to establish and maintain a Committee consisting of not less than three (3) persons appointed by each party. Management representatives shall include the Director, Human Resources and Alliance representatives shall include the President and/or Vice-president of the Local. Appointments shall be made for a term on one (1) year but without limit on the number of consecutive terms a member may serve.
- 9:02 The Committee shall meet at the request of either party subject to a minimum of five (5) days notice being given.
- 9:03 The purpose of the Committee shall be to discuss, study and make recommendations to the Centre and the Alliance regarding matters of mutual concern.
- 9:04 The Committee shall not have jurisdiction over any matter of collective bargaining or the administration of the Agreement. The Committee shall not have the

power to bind either the Alliance, the employees or the Centre to any conclusions reached in their discussions.

- 9:05 The Centre will grant leave without loss of pay to employees attending joint consultation meetings.
- 9:06 This Committee shall alternate the chair between representatives of the Alliance and management at each meeting.

ARTICLE 10

BULLETIN BOARDS AND ACCESS TO FACILITY

- 10:01 The Alliance shall be allowed to use existing bulletin boards.
- 10:02 The Alliance agrees to comply with **any** written request to remove posted material which the Centre considers damaging to the Centre.
- 10:03 **A** duly accredited representative of the Alliance shall be permitted access to the Centre's premises **to** assist in the resolution of **a** complaint or grievance and to

attend meetings called by management, at times mutually agreeable to the parties.

- *10:04 The Local shall have access to meeting room space at the Centre subject to availability.

ARTICLE 11

DISCIPLINE

- 11:01 **Prior** to suspending or discharging an employee, the Centre shall hold a hearing with the employee. The Centre shall give the employee and a representative **of** the Alliance Local advance notice **of** the hearing and the employee at his option may have a representative of the Alliance present. A representative **of** the Human Resources Department shall be present at the request of the Centre, the Alliance and/or the employee.

- 11:02 Where disciplinary action has been taken, the employee shall be notified in writing **of** the disciplinary action and the circumstances which made the action necessary. The Centre shall notify the Alliance **of** all suspensions and discharges.

ARTICLE 12

RESIGNATION

***12:01** Employees shall, whenever possible, give written notice of resignation of four (4) weeks, but not less than two (2) weeks, prior to the date on which the resignation is to be effective.

ARTICLE 13

GRIEVANCE _____ JRE

13:01 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the agreement.

COMPLAINT

13:02 **An** employee who has a complaint may discuss it orally with their immediate supervisor or designate, either alone or, at the request of the employee, in the presence of **an** Alliance representative. In the event that the complaint is not settled in this manner, it **may** then become a grievance.

STEP 1

13:03 **An** employee may, in the presence of an Alliance Representative, submit a grievance in writing to the Department Head or designate within ten (10) working days from the date the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) working days of receipt of the grievance, the Department Head or designate shall reply in writing.

STEP 2

13:04 Failing satisfactory settlement at Step 1 the grievor in the presence of an Alliance Representative **may** submit the grievance to the Executive Director or, in his absence, to the appropriate Assistant Executive Director within ten (10) working days from the date of receipt of the reply to the grievance from Step 1. Within ten (**10**) working days of receipt of the grievance, the Executive Director or designate shall reply in writing.

STEP 3

*13:05 Failing satisfactory settlement at Step 2, the parties may jointly apply to the Minister of Labour for the appointment of a grievance mediator.

STEP 4

- *13:06** Failing satisfactory settlement at Step 2, or Step 3 if utilized, the Alliance may refer the grievance to arbitration.
- 13:07** Grievances involving suspension or discharge shall be initiated at Step 2.
- 13:08** Any or all of the time limits applicable to the grievance procedure may be extended by mutual agreement of the Alliance and the Centre.
- 13:09** Any difference arising directly between the Alliance and the Centre concerning the interpretation, application, administration or alleged violation of the provisions of the collective agreement may be submitted by the Alliance in writing at Step 2 and be dealt with as a proper grievance under the grievance procedure and may be referred to arbitration.
- 13:10** Time spent during scheduled hours of work in handling complaints or grievances shall be considered time worked.
- 13:11** The Alliance shall have the right to consult with the Centre with respect to a grievance at each or any level of the grievance procedure.

13:12 All grievances shall be heard at a time mutually agreeable to all parties within the time limits specified in this Article.

ARTICLE 14

ARBITRATION PROCEDURE

14:01 Where a grievance is to be referred to arbitration, the following procedure shall apply:

- *
 - (a) The party referring the grievance shall, within thirty (30) working days of the failure of the parties to reach a satisfactory settlement at Step 2, or Step 3 if utilized, give notice to the other party indicating that it intends to refer the matter to arbitration, giving the name and address of its appointee to the arbitration board.
 - (b) Within five working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the arbitration board.

- (c) The two appointees so selected shall, within five working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the Chairman of the Arbitration Board.
- (d) If the recipient of the notice fails to name **an** appointee, or if the two appointees fail to agree upon a Chairman within the time limit, the appointment may be made by the Minister of Labour of the Province of Manitoba upon request of either party.
- (e) Where the party initiating the arbitration proceedings wishes to request the arbitration by a single arbitrator, the notice referred to in sub-section **(a)** 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 arbitration 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 in accordance with subsection (a) 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.

14:02 The Arbitration Board is to be governed by the following provisions:

- (a) The Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee affected by it. The Arbitration Board shall expressly confine itself to the subject of the grievance, and it shall have no authority to make a decision and/or

recommendation on any other subject matter.

- (b) The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chairman governs.
- (c) Each of the parties shall pay one-half of the remuneration and expenses of the Chairman of the Board.
- (d) The Board shall not have power to alter or amend any of the provisions of this Agreement.
- (e) The Arbitrator or Board of Arbitration to whom a grievance concerning disciplinary action is made may:
 - i) uphold the disciplinary action, or
 - ii) vary the disciplinary action, or
 - iii) determine that no disciplinary action is warranted and shall have the right to remove the disciplinary action up to and including the

reinstatement of the employee with full retroactive pay and benefits and remove any document pertaining to the disciplinary action from the employee's file.

- (f) The Board shall have jurisdiction to determine whether a grievance is arbitrable.

- 14:03 Employees whose attendance is required at arbitration hearings shall receive permission to be absent from work. Time spent by such employees at arbitration proceedings shall be considered time worked, however, overtime shall not be authorized for such attendance.

- 14:04 The time limit **fixed** in the arbitration procedure may be extended by mutual agreement and shall be confirmed in writing.

- 14:05 "Working day" as described in the grievance and arbitration procedures of this agreement shall mean a day of work exclusive of Saturdays, Sundays, and Recognized Holidays.

ARTICLE 15

HOURS OF WORK

15:01 (a) Regular hours of work for all full-time employees covered by Appendix A and C shall be: (Applicable to Hospital Services and Laboratory Technologist Groups)

i) Seven and three-quarter ($7 \frac{3}{4}$) consecutive hours per day, excluding meal periods and

ii) **An** average of seventy-seven and one-half (77½) hours per bi-weekly period.

Regular hours of work for all full-time employees covered by Appendix B shall be: (Applicable to the Administrative and Clerical Support Group)

iii) Seven and one-half ($7 \frac{1}{2}$) consecutive hours per day excluding meal periods and

- iv) Seventy-five (75) hours per bi-weekly period.

15:02 This article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Alliance and the Centre.

15:03 For identification purposes, shifts will be named as follows:

- a) the shift commencing at or about 12 midnight shall be considered the first shift;
- b) the shift commencing at or about 0800 hours shall be considered the second shift;
- c) the shift commencing at or about 1600 hours shall be considered the third shift.

15:04 In cases where a shift commences at a time other than one of those specified in Article 15:03, the shift shall be considered to be the one in which the majority of hours fall.

15:05 A meal period will be one-half (1/2) hour in duration.

*15:06 A paid rest period of fifteen (15) minutes shall be scheduled approximately midway through the first

half and second half of the employee's work day. Employees working less than a full shift shall be entitled to rest and/or meal periods on the following basis:

for shifts from three (3) up to and including five **(5)** hours - one fifteen (15) minute paid rest period.

for shifts of more than five **(5)** but less than six and one-half (6½) hours - one fifteen **(15)** minute paid rest period and one thirty (30) minute unpaid meal period.

for shifts of six and one-half (6½) hours or more - ~~two~~ (2) fifteen minute paid rest periods and one (1) thirty (30) minute unpaid meal period.

- 15:07** The staffing, preparation, posting and administration of shift schedules is the responsibility of the Centre.
- 15:08** Shift schedules for each employee shall be posted in an appropriate place at least four **(4)** weeks in advance. Once posted, the shift schedule shall not be changed without notice to the employee. Where seven **(7)** calendar days of such notice is not given the employee, he shall receive payment at the

applicable overtime rate for the first shift worked on the revised schedule.

15:09 Shift patterns for each department and unit shall, unless otherwise mutually agreed between the Alliance and the Centre, observe the conditions listed hereunder:

- a) A minimum of twelve and one-half (12½) hours between scheduled shifts.
- b) A minimum of twelve (12) days off within each period of six (6) consecutive weeks.
- c) A minimum of two (2) consecutive days off at one time.
- d) Alternate weekends off shall be granted as often as operational requirements permit, with each employee receiving a minimum of every third weekend off.
- * e) A maximum of seven (7) consecutive days of work between days off, however a maximum of eight (8) consecutive days of work may be scheduled by mutual agreement of the employee and the Centre.

- f)** Where possible, employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift. There shall be at least as great a number of day shifts assigned as there are night (evening) shifts within each standard rotation pattern.
 - g)** Where operational requirements permit, an employee may, upon request, be permitted to work permanent Evening shift or Night shift.
- 15:10** At the discretion of the Centre and provided sufficient advance notice is given, employees in the same classification and doing similar work may exchange shifts provided there is no increase in cost to the Centre.
- 15:11** **An** employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at his basic rate of pay; however, when such employee works for any portion of his scheduled shift, he shall receive pay for that entire shift.
- 15:12** It is recognized that switchboard operators may be required to remain on the job for a full eight (8) hour

shift. Such employees will be paid for a meal period because they will not be able to leave the workplace for a meal break. Such meal period will be paid in accordance with the applicable overtime provision.

- *15:13** When **an** employee is required by the Employer to attend an education or information session, time spent at each session shall be considered as time worked and shall be paid at the applicable rate of pay.

ARTICLE 16

OVERTIME

16:01 Overtime shall be time worked in excess of the daily and bi-weekly hours of work as specified in Article 15, such time to have been authorized in such manner **and** by such person as **may** be authorized by the Centre.

- (a) Employees shall receive one **and** one-half (1½) times their basic rate of pay for the first three hours of authorized overtime in **any one day**.

- (b) Employees shall receive two (2) times their basic rate of pay for authorized overtime beyond the first three hours in any one day.
- (c) Overtime worked on any scheduled day off shall be paid at the rate of two (2) times the Employee's basic salary. This provision shall also apply to weekend work where the performance of such work results in the Employee exceeding the maximums prescribed in Article 15.09 (d) or Article 48.10.
- (d) Hours worked in excess of the daily normal hours, as defined in Article 15, on a statutory holiday shall be paid at the rate of two and one-half (2½) times the employee's basic rate of pay.

16:02 The Centre will make every effort to avoid excessive overtime and will allocate overtime work as equitably **as** possible among those employees qualified to perform the work.

16:03 By mutual agreement between the Centre and the ~~employee~~, overtime may be compensated for by the granting of equivalent time off at applicable overtime

rates. Subject to operational requirements, requests by **an** employee shall not be unreasonably denied.

- 16:04** **An** employee who is absent on paid time off during his scheduled work week shall, for the purpose of computing overtime pay, be considered as if he had worked his regular hours during such absence.
- 16:05** Employees working two consecutive shifts will be paid at double time for the second shift.
- 16:06** **An** employee required to work overtime for a period in excess of three hours immediately following his hours of work shall be supplied with a hot meal and if this is not possible, a payment of \$4.00 will be made in lieu. **An** employee shall be granted one-half ($\frac{1}{2}$) hour with pay in order that he may take a meal break either at or adjacent **to** their place of work and shall be paid at the applicable overtime rate.
- 16:07** When **an** employee is requested and agrees to work overtime in the same day, and there is a waiting period of one hour or less between the end of the regular shift and the commencement of the overtime work, the employee will be paid at applicable overtime rates for this waiting period.

- *16:08 Unless otherwise requested by an employee, all outstanding equivalent time off accumulated as per 16:03 shall be paid out in cash at the applicable rates at the end of each fiscal year (March 31st).

ARTICLE 17

CALL-BACK PAY

- 17:01 A full-time employee required to report back to work outside regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within less than three (3) hours prior to the commencement of his next scheduled shift he will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift and the guaranteed minimum of overtime pay will not apply.
- 17:02 **An** employee who is required to return to the Centre on a call back shall be reimbursed for return taxi fare or paid 44¢ per mile for the use of their own vehicle (minimum \$2.50). Taxi fare will not apply beyond the city limits.

ARTICLE 18

STANDBY

18:01 When an employee is advised in writing by the Centre that he is on standby, that is, immediately available to report to work without undue delay, he shall be paid a premium of one dollar and twenty cents (\$1.20) per hour while on standby.

ARTICLE 19

SHIFT PREMIUM

*19:01 A premium of seventy (70¢) cents per hour over and above the regular rate shall be paid for any hours or portion thereof worked between 1515 hours and 0800 hours, except where a regular shift commences and ends between the hours of 0700 hours and 1630 hours no shift premium shall apply.

*19:02 A weekend premium of forty-five cents (45¢) 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.

ARTICLE 20

VACATION LEAVE

- 20:01** The vacation year shall be from April **1st** to March 31st of the following calendar year, inclusive.
- 20:02** **An** employee who has completed less than one **(1)** year of employment as at the cut-off date shall be entitled to a paid vacation at the rate of one and one-quarter (1%) days per month worked, however, unless otherwise mutually agreed, the Centre is not obliged to permit earned vacation to be taken until an employee has completed six (6) months of employment.
- *20:03** Employees shall be entitled **to** paid vacation calculated **on** the basis of vacation earned at the following rates:

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

20:04 One (1) additional week's vacation will be granted to an employee only in the calendar year of his twentieth (20th) anniversary of employment.

20:05 Partial vacation pay will be calculated as follows:

- (a) For employees whose level of entitlement is fifteen (15) working days, six percent (6%) of hours worked.

- (b) For employees whose level of entitlement is twenty (20) working days, eight percent (8%) of hours worked.
- (c) For employees whose level of entitlement is twenty-five (25) working days, ten percent (10%) of hours worked.
- (d) For employees whose level of entitlement is thirty (30) working days, twelve percent (12%) of hours worked.

20:06 Employees are expected to take all their vacation leave following the vacation year in which it is earned unless hired prior to April 1, 1984. Employees hired prior to April 1, 1984 shall be entitled to, and expected to, take all of their vacation leave during the vacation year in which it is earned.

20:07 (a) The Centre shall, where operational requirements permit, make reasonable effort **to** schedule the Employee's vacation leave for at least two (2) consecutive weeks, during the period requested, provided notice of the period requested is given by the employee prior to May 1st of any vacation year.

(b) The Centre shall give the employee **as** much notice as is practicable and reasonable that a request for vacation leave has or has not been approved.

* (c) Provided sufficient advance notice is given, requests for vacation leave of less than a full shift shall be considered and granted if operational requirements permit.

20:08 Employees shall firstly attempt to mutually agree on their vacation preference, however, where it is impossible due to operational requirements **to** grant all employees leave of the periods that they have requested, the Centre shall grant preference to those employees having the greatest seniority.

Employees may exercise their seniority for vacation leave preference only once per vacation year.

20:09 Where **an** employee qualified for sick leave involving hospitalization or bereavement leave during his period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, provided proof of claim is given.

- 20:10 Notwithstanding 20:06 under exceptional circumstances an employee may be permitted, upon request, to carry over the unused portion of her vacation leave into the next vacation year. In order to receive consideration, requests for carryover must be submitted by December 31st in the vacation year. All such requests shall be responded to within thirty (30) days and shall not be unreasonably denied.
- 20:11 Where an employee dies or otherwise ceases to be employed he or his estate shall be entitled to pay in lieu of vacation earned but not take, calculated as a percentage of hours worked.
- 20:12 The Centre agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least three (3) weeks prior to the last pay day before the employee's vacation period commences. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.
- 20:13 No period of vacation leave which has been previously approved shall be cancelled or altered

unless by mutual agreement between the affected employee and the Centre.

ARTICLE 21

DESIGNATED HOLIDAY

21:01 For the purpose of this Collective Agreement, the paid designated holidays shall be:

New Year's Day (January 1st)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Canada Day
Queen's Birthday	Boxing Day
Christmas Day (December 25th)	Remembrance Day
August Civic Holiday	

And any other statutory or public holiday as declared by the Federal, Provincial or local government authority.

21:02 The Centre shall recognize the calendar day of the holiday as in 21:01 for the purpose of observance.

- 21:03 Where a general holiday falls during the period of **an** employee's vacation, the period of vacation shall be lengthened by one (1) working day to include the general holiday.
- 21:04** Full-time employees who are required to work on any of the above days will be paid one and one-half (1½) times their regular salary for all hours worked, plus one (1) regular day's pay. Time off, at regular pay, shall be offered as an alternative to the regular day's pay. Such time off shall be mutually agreed on between the employee and the department head and taken within forty-two **(42)** calendar days before or after the general holiday.
- 21:05 If the designated holiday falls on a day on which **an** employee is receiving sick leave credits, it shall be paid as a holiday and not deducted from sick leave credits.
- 21:06** If a Designated Holiday falls on a full-time employee's regular day off, he shall be granted an alternative day off with regular pay at the mutual convenience of the Centre and the employee. Such time off shall be take within forty-two **(42)** calendar days before or after the holiday. If **an** agreement cannot be reached between the Centre and the

employee, an additional day's pay at the regular rate shall be paid in lieu.

21:07 Clause 21:01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday except where an employee has been granted leave without pay to attend to Alliance business and the Alliance certifies that the employee was paid by the Alliance for said days.

*21:08 A full-time shift employee may notify his/her supervisor of their preference whether or not to be scheduled to work on designated holiday(s) which fall on a normally scheduled day of work.

Supervisors shall make every effort to schedule in accordance with the employees' preference provided that notification is received in advance of the posting of the shift schedule which includes the designated holiday(s). A request received after a shift schedule has been posted shall only be considered if it would not require the replacement of another employee from a scheduled shift. It is understood that this procedure shall not operate during the Christmas/New Year's period when efforts shall be made to equitably distribute time off to all employees.

***ARTICLE 22**

PARENTAL LEAVE

Maternity Leave

*22:01 Upon request, an employee shall be entitled to take up to thirty-four (34) weeks of maternity leave without pay subject to the following conditions:

- (a) **An** employee must have completed twenty-six (26) weeks continuous employment as of the intended date of the leave unless otherwise agreed by the Centre.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not later than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) **In** the interest of job performance or employee health, as verified by a qualified medical practitioner, the Centre will have

the right to place the employee on maternity leave.

- *22:02 (a) Where an employee's newborn child requires hospitalization during the period of maternity leave granted under 22:01, the employee may opt to return to work during all or part of the period of hospitalization and in advance of the original return-to-work date. The employee may resume maternity leave when the child's hospitalization is over and remain on maternity leave for the balance of the originally requested leave or the extended leave granted under 22:02(b).
- (b) If requested by the employee, additional unpaid leave of absence may be granted at the discretion of the Centre. If such leave is granted, the additional time shall be paid from the employee's annual vacation entitlement before the further unpaid leave of absence is taken. The total unpaid leave granted under 22:01 and this article shall not exceed fifty-two (52) weeks.
- (c) **An** employee may choose to receive up to five (5) days payment of normal weekly salary from accumulated sick leave credits

before or after the period of fifteen **(15)** weeks maternity benefits covered by Unemployment Insurance.

Adoption Leave

- *22:03** (a) **An** employee who intends to request adoption leave shall notify the employer as soon as the application for adoption has been approved by the adoption agency.
- (b) **An** employee may request adoption leave without pay at least four **(4)** weeks prior to the acceptance of custody of a child below the age of majority and, subject to section (c) of this clause, shall be granted adoption leave without pay for a period beginning on the date of such acceptance of custody or at **a** later date requested by the employee and ending not later than twenty-six **(26)** weeks after the date of such acceptance of custody.
- (c) The Centre may:
- (i) defer the commencement of adoption leave without pay at the request of an employee;

- (ii) grant the employee adoption leave with less than four **(4)** weeks notice prior to the acceptance of custody;
- (iii) require **an** employee to submit proof of adoption.

Paternity Leave

- *22:04** (a) A male employee shall be entitled, upon request, up to seventeen **(17)** continuous weeks paternity leave without pay within one **(1)** year following the birth of his child.
- (b) A written request for paternity leave, specifying the length of leave desired, shall be submitted by the employee at least four **(4)** weeks prior to the expected date of birth of the child.

Return To Work

- *22:05** **An** employee returning to work from maternity, adoption or paternity leave shall provide the Centre with at least four **(4)** weeks notice of the planned return date. On return, the employee shall be placed pursuant to clause **27:03** (a) or **(b)**.

Special Entitlement To Pay

- *22:06 A full-time employee who is commencing a leave of absence under 22:01, 22:03(b) or 22:04 (a) shall be paid an amount equal to three (3) days basic salary. Part-time employees shall be entitled to this benefit ~~on~~ a pro-rata basis.

- *22:07 The provisions of this article shall come into force ~~on~~ the date of signing of this agreement for employees commencing parental leave ~~on~~ or after that date.

ARTICLE 23

SICK LEAVE

- *23:01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month of continuous service.
 - (a) ~~CE~~ each day and a quarter of sick leave credits accumulated, one day* shall be reserved exclusively for the employee's personal use ~~as~~ specified in this agreement.

- (b) The remaining one-quarter of a day* shall be reserved for either the employee's personal use, as in (a) above, or for use in the event of family illness **as** specified in 28:02.
- (c) The Centre shall maintain an up-to-date record of the balance of sick leave credits accumulated in (a) and (b) above.

* *In an employee's first year of employment, amend "one day" to read "three quarters of a day" and amend "one quarter of a day" to read "one half of a day".*

23:02 **An** employee shall be granted sick leave with pay when unable to perform his duties due to illness or injury provided that:

- (a) he satisfies the Centre of his condition **in** such manner and at such time **as** may be determined by the Centre, and
- (b) he has the necessary sick leave credits.

- 23:03** Where an employee will be absent due to illness or injury, he shall endeavour to provide a reasonable period of notice to the Centre prior to the starting time of the shift.
- 23:04** At the discretion of the Centre, an employee may utilize up to five (5) days sick leave credits in advance of earning such credits.
- 23:05** When an employee is granted sick leave with pay and Workers' Compensation is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- *23:06** An employee unable to work because of a work-related injury or illness shall inform the Centre immediately, in accordance with established procedures, so that a claim for compensation benefits can be promptly forwarded to the Workers Compensation Board (W.C.B.).

Benefits from W.C.B. shall be paid to the Centre until sick leave advanced is repaid. Thereafter, benefits may be paid directly to the employee.

Should W.C.B. benefits amount to less than 100% of an employee's regular net pay, the Centre agrees to

provide a supplement such that the employee's net income from W.C.B. benefits and the supplement combined shall equal 100% of the employee's regular net pay. Regular net pay is defined as regular gross pay for scheduled shifts lost due to injury or illness (exclusive of overtime or premiums) less required deductions for Unemployment Insurance, Canada Pension Plan and Income Tax. Payment of all other normal payroll deductions shall be the responsibility of the employee. The Centre shall pay its required share of the premium cost of any benefit plan to which the employee continues to contribute.

The Centre shall advise W.C.B. of salary adjustments as they occur.

*

For W.C.B. Claims filed after date of ratification of this agreement:

At the option of the employee, the Centre will supplement the award made by the Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the Compensation payment and the employee's sick leave credits will be reduced proportionally. Such supplementation shall continue for a maximum period of twenty-four (24) months or until all sick leave credits have been claimed, whichever occurs first.

If, **at** any time, the Workers Compensation Act or other relevant legislation provides that supplements paid by the Centre during the first twenty-four **(24)** months of a claim for Compensation benefits must be offset against benefits otherwise payable by the Compensation Board, such supplementation shall cease immediately and **no** further supplement shall be payable by the Centre.

23:07 Unless otherwise informed by the Centre, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Centre, be considered **as** meeting the requirements of Clause 23:02(a).

23:08 Employees shall be entitled to utilize sick leave credits to provide payment for absence due to medical, dental or chiropractic appointment.

ARTICLE 24

PRE-RETIREMENT LEAVE

24:01 (a) Full-time employees retiring in accordance with the provisions of the Centre's group

pension plan whether or not enrolled in the pension plan, shall be granted paid pre-retirement leave on the pro-rated basis of four **(4)** days per year of continuous employment.

- (b) Calculation of pre-retirement leave entitlement shall begin from the date of the employee's last commencing employment at the Centre and shall be based on the employee's total seniority on the date of retirement.
- (c) 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.
- (d) Where an employee chooses to take a lump sum payment, the retirement date shall be the last day worked.
- (e) For purposes of calculating pre-retirement leave, years of employment (seniority) shall mean years of employment with Deer Lodge Centre Incorporated effective April 1, 1983 and thereafter.

ARTICLE 25

LEAVE FOR ALLIANCE BUSINESS

- 25:01 Where operational requirements permit the Centre shall grant leave without pay to five employees to attend preparatory contract negotiation meetings.
- 25:02 Where operational requirements permit the Centre will grant leave without pay to a reasonable number of employees to attend meetings on behalf of the Alliance.
- 25:03 Where operational requirements permit the Centre will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

ARTICLE 26

COURT LEAVE

- 26:01 **An** employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of the absence and shall remit to the Centre any payment received except reimbursement of expenses.
- *26:02 **An** employee who is summoned or subpoenaed to testify, on a scheduled unpaid day of rest, **as** a witness in a court proceeding which is directly related to circumstances arising in the course of his/her employment with the Centre shall be compensated at his/her basic rate of pay for the required period of attendance at court. In addition, the employee may, at his/her option, request the rescheduling of the day of rest.

ARTICLE 27

LEAVEGENERAL

27:01 **An** employee is entitled to be informed, upon request, of the balance of their vacation and sick leave credits.

27:02 Vacation **and** sick leave credits earned but not used prior to the signing of this collective agreement shall be retained by the employee.

***27:03** ***(a)** **An** employee who is granted a leave of absence without pay for a period of ten (10) weeks or less will be returned to his former position at the same salary level.

***(b)** **An** employee who is granted a leave of absence without pay for a period of more than ten (10) weeks will be returned to his former classification at his same salary level.

(c) **An** employee who is granted a leave of absence with pay will be returned to his former position at the same salary level.

ARTICLE 28

OTHER LEAVE OF ABSENCE

28:01 Except in an emergency, an employee will be required to submit a written request for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. The employee shall give four weeks notice whenever possible. Such leave shall not be unreasonably denied.

*28:02 Subject to the provisions of 23:01, an employee may be granted up to five (5) days sick leave in any one (1) calendar year for sudden or serious illness of that employee's spouse, child or parent.

ARTICLE 29

BEREAVEMENT

*29:01 For the purposes of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse

(including common-law spouse resident with the employee), fiancé, child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and legal guardian, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) Where a member of an employee's immediate family dies, he/she shall be entitled to leave with pay for a period of up to four **(4)** working days and not extending beyond the day following the funeral and may, in addition, be granted up to two (2) day's leave for the purpose of travel related to the death.

- (b) **In** special circumstances and at the request of the employee, leave may be extended beyond the day following the funeral but the total number of days granted must be consecutive and not greater in number than those provided above and must include the day of the funeral.

- (c) Necessary time off up to one **(1) day** at basic pay shall be granted to an employee to attend a funeral as a pallbearer or mourner.

ARTICLE 30

**VACANCIES, JOB POSTING,
PROMOTIONS AND TRANSFERS**

- 30:01 The Centre agrees to post notice of all vacancies within the scope of this collective agreement, stating required qualifications, classification and salary, for a period of not less than seven (7) calendar days and a copy of the notice shall be sent to the Alliance.
- 30:02 Each employee who applies for a posted vacancy during the seven **(7)** day posting period will be notified in writing of the disposition of his application.
- 30:03 In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded within fifteen (15) working days after the closing date of the competition to the senior applicant providing the employee possesses the necessary qualifications

relative to the job description and has a good employment record.

- 30:04 *(a) All promotions and voluntary transfers are subject to a 90 calendar day trial period.
- (b) Conditional upon satisfactory performance, an employee shall be declared permanent after the trial period.
- (c) During the trial period, if the applicant proves to be unsatisfactory in the new position or if he wishes to revert voluntarily to his former position, he shall be returned to either his former position or an equivalent position and rate of pay without loss of seniority. Any other employee who has been promoted or transferred because of the rearrangement of positions may also be returned to his former position and rate of pay without loss of seniority.
- 30:05** No employee shall be transferred to a position outside the bargaining unit without his consent.
- *30:06** The procedure governing E.F.T. adjustments for part-time staff shall be as outlined in the

Memorandum of Agreement on E.F.T. Adjustments
appended to the Agreement.

- *30:07** Should the parties agree, seniority may be overlooked to facilitate the return to active employment of an employee deemed incapable of returning to his/her previous position following an absence owing to an injury for which Workers Compensation benefits were received. Such employees would receive preferential consideration for vacant positions which they are qualified to perform, either immediately or following a period of on-the-job training sponsored by the Workers Compensation Board.

ARTICLE 31

**EMPLOYEE PERFORMANCE REVIEW
AND EMPLOYEE FILES**

- * 31:01 (a) When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form to indicate its contents have been read and shall not indicate **his** concurrence with the statements

contained therein. The employee shall be provided an opportunity to append their comments to the assessment. At the employee's request, a copy of the assessment shall be provided.

- (b) The Centre's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half ($\frac{1}{2}$) of the period for which the employee's performance is evaluated.

31:02 The Centre agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the contents of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

31:03 Upon written request of an employee, the personnel file of an employee shall be made available for his examination in the presence of an authorized representative of the Centre. The Centre shall provide copies of any file documents requested by the employee in writing.

ARTICLE 32

UNIFORMS

32:01 The Centre shall provide, launder and maintain uniforms for all employees required to wear uniforms.

ARTICLE 33

PAY

33:01 Employees shall be paid in accordance with Appendices "A", "B"; "C", and "D" attached to and forming part of this agreement.

33:02 (a) Employees shall be eligible to receive an increment, as specified in Appendices "A", "B" and "C" on their anniversary date. However, the Centre may with reasonable cause and on the basis of a written performance appraisal previously discussed with the employee, withhold an annual increment.

- (b) Where a merit increase is withheld, it will be subject to review no later than three (3) months from the anniversary date.
- (c) The employee is eligible for a merit increase at the next anniversary date notwithstanding that he was granted a merit increase under **33:02(b)**.
- (d) For the purposes of administering clause **33:02(a)**, the pay increment date for an employee, appointed on or after the signing of this Agreement, to a position in the bargaining unit upon promotion, demotion or from outside the bargaining unit, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing of this agreement remains unchanged.

33:03 Starting salaries of a newly employed Licensed Practical Nurse shall recognize previous experience applicable to the position held on the basis of equivalent full-time experience as specified hereinafter:

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than one (1) year	Minimum
One (1) year within past four (4) years	First Step
Two (2) years within past five (5) years	Second Step

33:04 When **an** employee is promoted, he shall be entitled to that rate of pay in the salary range of the classification level to which he is promoted which provides **an** increase in **an** amount not less than the lowest annual increment provided for in the new salary range.

33:05 Except as provided in **33:03**, a person appointed from outside the bargaining unit shall be paid the minimum rate of pay for the classification except where the Centre, in its discretion, authorizes a higher rate of **pay**.

***33:06** Where **an** employee is assigned by the Centre to perform substantially all of the duties of a higher classification level for a period of one (1) shift or more, he/she shall be paid acting pay during that temporary period calculated as if he/she had been appointed **to** the higher position.

33:07 **An** employee temporarily assigned to take over a lower paid position will not have her salary reduced.

- *33:08 The Centre shall ensure that employees' pay stubs are enclosed in envelopes for distribution. **An** explanation of all abbreviations**used** on the pay stubs shall be available to employees in each department.
- *33:09 Employees voluntarily moving to a lower or equally paid classification shall be paid at the step in the salary scale of the new classification which is closest to, but does not exceed, their former wage rate.
- *33:10 In the event an employee is laid off and assumes another position at a lower rate of pay in order to retain employment with the Centre, the employee will continue to be paid in his/her pay range for a period of one (1) year from the date he/she assumed the duties of the lower paid position. After a period of one (1) year the employee shall then be paid within the pay range of the lower classification.

ARTICLE 34

SAFETY AND HEALTH

- 34:01 The Centre and the Alliance 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.

- 34:02 (a) The present Workplace Safety and Health Committee ~~as~~ required by the Workplace Safety and Health Act shall continue at the Centre.
- (b) The general objectives of the Safety and Health Committee include:
- i) assisting Employees and the Centre to identify, record, examine, evaluate and resolve safety and health concerns in the workplace,
 - ii) developing practical procedures and conditions to help achieve the highest possible degree of safety and health in the workplace and,
 - iii) promoting education and training programs to develop detailed knowledge of safety and health concerns and responsibilities of each individual in the workplace.

- 34:03 The Centre shall provide safety footwear and protective clothing and equipment that are required in the performance of the Employee's duties. Where protective clothing is supplied, the Centre agrees to furnish, replace or repair any such damaged clothing.
- 34:04 A Video Display Terminal (VDT) Operator who is required to work at a VDT for twenty-five percent **(25%)** or more of the normal work week, may have their eyes examined once per year. The Centre shall pay the costs of such examination or tests where not covered by a medical plan.
- 34:05 Where the Centre requires an employee to undergo an occupational health examination by a qualified practitioner, satisfactory to the Centre, such examination will be conducted at no expense to the employee. An employee shall be granted leave without loss of pay to attend the examination.
- 34:06 The Centre will grant leave without loss of pay to employees attending meetings of the Workplace Safety and Health Committee.
- 34:07 As outlined in the Workplace Safety and Health Act, an employee may refuse to perform work at the Centre where he/she has reasonable grounds to believe that the particular work is dangerous to

his/her safety and health. **An** employee who refuses to perform work for this reason may be reassigned pending investigation and/or rectification of the concern.

34:08 All new employees who are required to lift as part of their job shall have **an** evaluation of their lifting skills and be provided with training if necessary. Successful completion of their probationary period shall be dependent on demonstration of proper lifting technique.

*34:09 Two days leave with pay will be granted to Alliance representatives **on** the Workplace Safety and Health Committee to allow them to take training courses or to attend seminars in safety and health.

ARTICLE 35

TECHNOLOGICAL CHANGE

35:01 The Centre and the Alliance recognize their responsibilities and obligations in accordance with the Labour Relations Act of Manitoba in the event of the

introduction of technological change at Deer Lodge Centre.

- 35:02** Technological change shall mean the introduction by the Centre of equipment or material of a different nature or kind than that previously used by the Centre and a change in the manner in which the Centre carries on the work that is directly related to the introduction of that equipment or material.
- 35:03** Where, as a result of technological change as outlined in 35:02, training is required in order for the employees affected to perform the work, such training shall be provided by the Centre at no expense to the employees. Salary and benefits in accordance with the collective agreement shall be maintained for employees engaged in such training.
- 35:04** In the event of a technological change which would displace or adversely affect the employment status or working conditions of employees as provided for in this Agreement:
- i)** the Centre shall notify the Alliance at least six (6) months prior to the introduction of the technological change and provide a detailed description of the project to be

carried out and disclose all foreseeable effects and repercussions on employees; and,

- ii) the parties shall meet not later than one hundred and twenty (120) days prior to the intended implementation date for the purpose of negotiating reasonable provisions to protect the interests of employees so affected; and,
- iii) if the parties are unable to agree upon measures to protect the employees from detrimental changes to employment status or working conditions arising from the technological change, such disputes may be referred to arbitration in accordance with the terms of this Agreement.

35:05 An employee who is displaced from her position as a result of technological change:

- a) 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; or,

- b) if there is no suitable vacancy, shall have the right to displace a less-senior employee occupying a position which she has the qualifications and ability to perform.

ARTICLE 36

CONTRACTING OUT

- 36:01 The Centre agrees that there shall be no contracting **out** of any duties presently performed by any members of the existing bargaining unit during the life of this Agreement which would result in the lay-off of any employee.

ARTICLE 37

EDUCATIONAL LEAVE

- *37:01 Upon request, employees may be granted leave of absence with pay and reasonable expenses in order to attend professional or educational meetings, conventions, workshops and seminars.
- 37:02 When the Centre requests that an employee take a course which in the opinion of the Centre is relevant to his employment, the Centre shall reimburse the Employee the cost of tuition fees and other reasonable expenses.

ARTICLE 38

LAY-OFF AND RECALL

- 38:01 In the event of lay-off, employees shall be laid off in the reverse order of their seniority.
- 38:02 In the event of a lay-off, employees shall receive notice or pay in lieu of such notice as follows:

- (a) two (2) weeks' notice for lay-off up to eight (8) weeks
- (b) four (4) weeks' notice for lay-off of more than eight (8) weeks.

***38:03** Employees shall be recalled in the order of their seniority when jobs in an equal or lower classification which they are qualified to perform become available. The Centre shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Centre advised at all times of his current address. The employee shall return to work within seven (7) working days from the time that he receives notice of recall unless, on reasonable grounds, he is unable to do so.

38:04 No new employees shall be hired until those laid off have been given the opportunity of recall.

38:05 A lay-off shall be any reductions in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.

***38:06** Over range employees as identified in the Letter of Understanding appended to the agreement who are laid off and subsequently employed in another area of the Centre shall be given first priority if and when a

position becomes available in their over range category. Provided qualifications for the position are met, the employee shall be awarded the position and the terms and conditions of the Letter of Understanding shall be in full force as if there had been no interruption in status.

ARTICLE 39

SENIORITY

- *39:01** Seniority is defined as continuous employment in the bargaining unit. Employees in the bargaining unit as at April 1, 1983 shall have recognized their service in the Federal Government prior to that date providing they maintained continuous unbroken employment with the Centre. Seniority shall be calculated in hours and shall include all hours worked (excluding overtime) and all regular hours not worked, under the circumstances outlined in 39:03.
- 39:02** The seniority of an employee will be retained but will not accrue if:

- *
 - i) he is on any unpaid leave of absence (excluding maternity and/or parental leave) in excess of four (4) consecutive weeks;
 - ii) he is on Workers' Compensation for a period of more than two (2) years;
 - iii) he is laid off for more than eighteen (18) weeks and less than twenty-four (24) months;
 - iv) he is on a trial period of a position outside the bargaining unit.

39:03 The seniority of an employee will be retained and will accrue if:

- i) he is on any period of paid leave of absence;
- ii) he is on any period of paid sick leave;
- iii) he is on Workers' Compensation for a period of up to two (2) years;

- iv) he is on any period of unpaid leave of absence of less than four (4) weeks;
- v) he is laid off for less than eighteen (18) weeks.
- * vi) he/she is on any period of maternity and/or parental leave.

39:04 The seniority of an employee will terminate if

- i) he resigns or abandons his position;
- ii) he is dismissed;
- iii) he is laid off for more than twenty-four **(24)** months;
- iv) he fails to report for work as scheduled at the end of a leave of absence, vacation or suspension without valid reason acceptable to the Centre;
- v) he is promoted or transferred out of the bargaining unit and completes the trial period.

- * Where an employee's seniority terminates, it will be equivalent to termination of employment.
- 39:05** The Centre shall provide once per year a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted and sent to the Alliance.
- 39:06** Where an employee is retained beyond the probationary period, seniority will date from the first day of employment at the Centre.
- *39:07** When a casual employee is hired into a permanent position and successfully completes the probationary period, he/she shall be credited with seniority calculated to include his/her continuous employment with the Centre inclusive of hours worked as a casual employee.

ARTICLE 40

CASUAL EMPLOYEES

- 40:01** The terms of this Collective Agreement will apply to Casual Employees as follows:

- (a) A casual employee is one called in occasionally by the Centre **to** replace a full-time or part-time employee or to supplement regular staff coverage in situations of unforeseen staff shortage.
- (b) Casual employees are paid in accordance with the salaries specified in Appendices "A", "B" and "C".
- * (c) Casual employees will receive vacation pay **bi-weekly** at the rate of six percent (6%) of the hours worked in **a bi-weekly** pay period.
- (d) Casual employees will be entitled to the Shift and Weekend Premiums outlined in Article 19.
- (e) Casual employees will be entitled to compensation for Overtime in accordance with Article 16.
- * (f) Casual employees will be paid four and one-quarter percent (**4%%**) of their basic pay in lieu of time for Designated Holidays.
- (g) **A** casual employee reporting for work as requested by the Centre and finding no work

available will be guaranteed three (3) hours pay at his **basic** rate of pay.

- (h) The Grievances and Arbitration procedure contained in this collective agreement apply only with respect to the terms of this Article.
- (i) The Centre agrees to deduct the amount of monthly dues, **as** determined by the Alliance, from the pay of each employee covered by this agreement whether a member of the Alliance or not, in **any** pay period of which a casual employee receives **pay**.

ARTICLE 41

TION

41:01 **In** the event that the Centre establishes or proposes to establish a new classification or if there is a substantial change in the job content of an existing classification and provided that the new or revised classification falls within the bargaining unit, the

Alliance shall receive a copy of the job description, accompanying salary range and a rationale as to the proposed classification.

***41:02** Unless the Alliance objects in writing within fifty (50) days following such notification, the classification shall become established and the salary range shall form part of Appendix "A", "B", or "C".

41:03 At the request of the Alliance, the parties hereto may commence discussions in order to reach agreement as to the appropriate salary range.

***41:04** Failing agreement, the matter may be referred to arbitration within thirty (30) days of the conclusion of discussions under 41:03. The Arbitration Board shall confine itself to the express issue of the appropriate salary range for the classification.

ARTICLE 42

HEALTH AND LIFE PLANS

Dental Plan

- 42:01 The parties agree that the Manitoba Health Organization sponsored dental plan will be on a 50-50 cost shared basis between the Centre and the employee.
- 42:02 The Centre will continue to participate in the Public Service Superannuation Pension Plan and the Manitoba Health Organization Pension Plan.
- 42:03 The Centre shall continue to participate in the health and life insurance plans applicable to employees on the date of signing.



ARTICLE 43

DURATION AND RENEWAL

***43:01** This Collective Agreement shall be in full force and effect from June 1, 1992 up to and including May 31, 1995. Unless otherwise specified, all amended terms and conditions shall be effective from the date of signing.

ARTICLE 44

STATEMENT OF DUTIES

44:01 Upon written request, an employee shall receive a copy of the current job description outlining the duties and responsibilities for the position.

***ARTICLE 45**

DRKPL HARASSMENT

- *45:01 The Alliance and the Centre recognize the right of employees to work in an environment free from harassment, whether sexual or personal
- *45:02 For the purposes of this Article, the parties agree that harassment shall be as defined in the **Human** Rights Code of Manitoba.
- *45:03 Complaints and grievances under this Article shall be handled in strict confidence and both parties will work together in recognizing and dealing with such problems.
- *45:04 Grievances under this Article may be submitted at Step 2 of the Grievance Procedure. The Centre will appoint a person responsible for dealing with a complaint and grievance of sexual or personal harassment. The investigation and response will be handled with all possible confidentiality and dispatch.
- *45:05 If the grievance is not dealt with **to** the satisfaction of the employee, the grievance may be referred **to**

arbitration, in accordance with Article 14 of this agreement.

ARTICLE 46

PART-TIME EMPLOYEES

46:01 The terms and conditions of this Agreement shall apply to part-time employees except as modified in this Article.

***46:02** Part-time employees shall accumulate sick leave credits calculated **as** follows:

Hours Paid at		
<u>Regular Rate of Pay</u>	X	Entitlement of
Normal Hours of		Full-Time Employee
Full-Time Employee		

46:03 Part-time employees shall accumulate vacation pay calculated as follows:

Hours Paid at Regular		
Rate of Pay (during		
<u>vacation year</u>)	X	Entitlement of Full-Time
Normal Annual		Employee
Full-Time Hours		

Part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

46:04 a) Part-time employees required to work on a designated holiday shall be paid one and one-half (1½) times their regular salary for all hours worked.

b) Part-time employees will be paid four and one-quarter percent (4.25%) of their basic pay in lieu of time off for designated holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each regular pay cheque.

46:05 Part-time employees retiring in accordance with the provisions of the Centre's group pension plan, whether or not enrolled in the pension plan, shall be

granted paid pre-retirement leave calculated as follows:

Average Annual Hours
Actually Worked From
Last Date of Employment X Entitlement of
Annual Full-Time Hours Full-Time Employee

46:06 Part-time employees shall receive increments calculated from the date of their last increment or their starting date as the case may be, upon completion of the total annual hours paid of a full-time employee in their classification.

***46:07** A part-time employee shall be assigned and committed to work for the number of hours per pay period as contracted in writing at the time of hiring. A part-time employee who increases his/her E.F.T. through the operation of the Memorandum of Agreement on E.F.T. Adjustments may be assigned an unequal number of hours per pay period if such is necessary to accommodate the E.F.T. adjustment.

***46:08** Part-time employees who wish to work available additional shifts shall advise the Centre in writing of both their willingness and availability. These employees shall be given preference for such extra

shifts provided that no additional costs will be incurred by the Centre in allowing time to work. Such additional shifts shall be divided as equitably as possible amongst these willing and available employees. The specific terms and conditions applicable to extra shift shall be as detailed in the Memorandum of Agreement Regarding Coverage of Extra Shifts by Part-Time Employees appended to the Agreement.

- 46:09** Hours worked at straight-time rates on extra shifts shall be included in the calculation of sick leave credits, vacation pay, designated holiday pay, pre-retirement leave and increments.
- 46:10** Except for part-time employees who agree to work a greater number of weekends, it is understood that a part-time employee shall have a minimum of every third weekend off.
- 46:11** Part-time employees shall have **no** fewer days of rest and **no** fewer periods of consecutive days off during the scheduling period than full-time employees. The balance of unscheduled days may be single or consecutive.

***ARTICLE 47**

ABUSE OF STAFF

***47:01** The Centre and the Alliance agree that no form of abuse against employees will be condoned in the workplace. Such abuse may take the form of the application of force, threats, severe verbal abuse, or harassment of a personal or racial nature. Both parties will work together to recognize and resolve such problems as they arise.

***47:02** To assist in minimizing both the frequency and impact of abuse directed towards staff, the Centre shall ensure that policies are in place which address:

- e** the prevention of abuse of staff;
- appropriate interventions to deal effectively with situations where abuse **is** either threatened or has occurred; and
- e** prompt, thorough follow-up to ensure that the needs of the abused employee are met (e.g. the provision of support and counselling);

- the incident is investigated and plans developed to lessen the likelihood of further abusive behaviour.

***47:03** The Workplace Safety and Health Committee may make recommendations to the Centre on the monitoring and developing of prevention strategies or procedures to reduce the risk of abuse of staff.

SIGNED AT WINNIPEG, this 4th day of the month of October, 1993.

ON BEHALF OF THE PUBLIC SERVICE ALLIANCE OF CANADA

ON BEHALF OF DEER LODGE CENTRE, INC.

Jim MacEwan

Thomas Dixon

Brenda Shaw

J. Bremner

Yvonne Campbell

Olga Bares

Juged Clement

B. de Jants

Larry Logan

[Signature]

[Signature]

[Signature]

Elliot Fungate

Sylvia Graham

W. Skeway

[Signature]

APPENDIX A

HOSPITAL SERVICES GROUP

START 1 YEAR 2 YEARS 3 YEARS

LEVEL 1

June 1, 1992	9.952	10.280	10.593	10.943
October 1, 1992	10.141	10.469	10.782	11.132
June 1, 1993	10.346	10.680	11.000	11.357

Messenger
Food Service Attendant
Laundry Helper
Seamstress
Housekeeping Cleaner

LEVEL II START 1 YEAR 2 YEARS 3 YEARS

June 1, 1992	9.874	10.248	10.599	10.973
June 1, 1993	10.073	10.455	10.813	11.195

Materials Handler
Commissary Receiver
Cooks Helper

Appendix "A" Cont'd...

<u>LEVEL III</u>	<u>START 1 YEAR</u>		<u>2 YEARS</u>	<u>3 YEARS</u>
June 1, 1992	10.699	11.073	11.424	11.798
October 1, 1992	10.928	11.302	11.653	12.027
June 1, 1993	11.149	11.530	11.888	12.270

C.S.R. Aide

<u>LEVEL IV</u>	<u>START 1 YEAR</u>		<u>2 YEARS</u>	<u>3 YEARS</u>
June 1, 1992	10.310	10.719	11.069	11.468
June 1, 1993	10.518	10.936	11.293	11.700

Driver

Appendix, " " " Cont'd...

<u>LEVEL V</u>	<u>START 1 YEAR</u>		<u>2 YEARS</u>	<u>3 YEARS</u>
June 1, 1992	11.294	11.703	12.053	12.452
October 1, 1992	11.567	11.976	12.326	12.725
June 1, 1993	11.801	12.218	12.575	12.982

Nursing Aide
Recreation Worker
Respiratory Assistant
Supervisor - F.S.A.'s
Supervisor - Cleaners
Supervisor - Central Processing
Head, Linen Services
Physiotherapy Assistant
Occupational Therapy Aides

<u>LEVEL VI</u>	<u>START 1 YEAR</u>		<u>2 YEARS</u>	<u>3 YEARS</u>
June 1, 1992	11.167	11.577	11.963	12.374
June 1, 1993	11.393	11.811	12.205	12.624

Cook
Materiel Management Supervisor

Appendix "A" Cont'd...

LEVEL VII START 1 YEAR 2 YEARS 3 YEARS

June 1, 1992	11.937	12.347	12.733	13.145
October 1, 1992	12.150	12.560	12.946	13.358
June 1, 1993	12.395	12.814	13.208	13.628

Dispatcher
Pharmacy Technician
Senior Supervisor, Housekeeping
Senior Supervisor, Dietary

LEVEL VIII START 1 YEAR 2 YEARS 3 YEARS

June 1, 1992	11.950	12.360	12.795	13.279
June 1, 1993	12.191	12.610	13.053	13.547

Assistant Chef

Appendix "A" Cont'd...

LEVEL IX

START 1 YR. 2 YR. 3 YR. 4 YR. 5 YR. 6 YR.

June 1/92

13.812 14.284 14.730 15.280 15.792 16.345 16.915

Oct. 1/92

14.037 14.509 14.955 15.505 16.017 16.570 17.140

Licensed Practical Nurse

LEVEL X START 1 YEAR 2 YEARS 3 YEARS

June 1, 1992 12.424 12.917 13.376 13.871

June 1, 1993 12.675 13.178 13.646 14.151

Occupational Technician

Appendix "A" Cont'd...

LEVEL XI START 1 YR. 2 YR. 3 YR. 4 YR. 5 YR.

June 1/92 14.810 15.393 16.008 16.643 17.298 17.983
June 1/93 15.109 15.704 16.331 16.979 17.647 18.346

Media Technician

LEVEL XII START 1 YR. 2 YEAR 3 YR.

June 1, 1992 15.862 16.478 17.087 17.702
October 1, 1992 16.029 16.645 17.254 17.869
June 1, 1993 16.353 16.981 17.603 18.230

**Music Therapist
Recreation Therapist**

APPENDIX B

ADMINISTRATIVE AND CLERICAL SUPPORT

<u>LEVEL I</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEARS</u>
June 1, 1992	11.011	11.288	11.565	11.844
October 1, 1992	11.216	11.493	11.770	12.049
June 1, 1993	11.443	11.725	12.008	12.292

Dietary Clerk
Audiology Clinic Clerk
Mail Clerk
Switchboard Operator
E.E.N.T. Clinic Clerk
Medical Records Clerk
Purchasing Support Clerk
Ward Clerk
General Typist
Volunteer Services Clerk

Appendix "B" Cont'd...

<u>LEVEL II</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
June 1, 1992	11.594	11.908	12.222	12.525
October 1, 1992	11.803	12.117	12.431	12.734
June 1, 1993	12.041	12.362	12.682	12.991

Pharmacy Clerk
Computer Terminal Operator

Appendix "A" Cont'd...

<u>LEVEL III</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
June 1, 1992	12.194	12.544	12.893	13.233
October 1, 1992	12.399	12.749	13.098	13.438
June 1, 1993	12.649	13.007	13.363	13.709

Accounting Clerk
Cashier
Payroll Clerk
Admission Discharge Clerk
Medical Transcriptionist
Word Processing Operator
Prosthetics/Orthotics Clerk
Clerk-Typist- Psychogeriatrics
Education Services
Rehabilitation
Social Services
Recreation
Senior Switchboard Operator

Appendix "B" Cont'd...

<u>LEVEL IV</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEARS</u>
June 1, 1992	12.613	12.963	13.337	13.687
October 1,1992	12.826	13.176	13.550	13.900
June 1, 1993	13.085	13.442	13.824	14.181

**Health Records Technician
Library Technician**

<u>LEVEL V</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
June 1, 1992	13.556	13.942	14.328	14.713
October 1,1992	13.794	14.180	14.566	14.951
June 1, 1993	14.073	14.466	14.860	15.253

**Accounts Payable/Receivable Supervisor
Library Supervisor
Senior Medical Transcriptionist
Buyer**

APPENDIX C

MEDICAL TECHNOLOGIST I

<u>START</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>3 YR.</u>	<u>4 YR.</u>	<u>5 YR.</u>
June 1, 1992					
13.167	13.808	14.436	15.087	15.774	16.523
October 1, 1992					
13.380	14.021	14.649	15.300	15.987	16.736
June 1, 1993					
13.650	14.304	14.945	15.609	16.310	17.074

E.K.G. TECHNOLOGIST (REGISTERED)

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
June 1, 1992	11.255	11.664	12.014	12.413
October 1, 1992	11.517	11.926	12.276	12.675
June 1, 1993	11.750	12.167	12.524	12.931

Appendix "C" Cont'd...

**SENIOR TECHNOLOGIST - RADIOLOGY
SENIOR RESPIRATORY THERAPIST**

START 1 YR. 2 YR. 3 YR. 4 YR. 5 YR. 6 YR.

June 1, 1992

15.027 15.732 16.470 17.231 18.063 18.926 19.834

October 1, 1992

15.240 15.945 16.683 17.444 18.276 19.139 20.047

June 1, 1993

15.548 16.267 17.020 17.796 18.645 19.526 20.452

Appendix Cont'd...

ESTHETIC

Orthopaedic Shoemaker Supervisor

	<u>START</u>	<u>1 YR.</u>	<u>2 YRS</u>	<u>3 YRS</u>	<u>4 YRS</u>	<u>5 YRS.</u>
Jun 1/92	14.736	15.174	15.633	16.105	16.587	17.081
Jun 1/93	15.034	15.481	15.949	16.430	16.922	17.426

Orthopaedic Shoemaker

	<u>START</u>	<u>1 YR.</u>	<u>2 YRS</u>	<u>3 YRS</u>	<u>4 YRS</u>	<u>5 YRS.</u>
Jun 1,92	13.052	13.490	13.950	14.422	14.903	15.398
Jun 1,93	13.316	13.762	14.232	14.713	15.204	15.709

Appendix "C" Cont'd...

Prosthetic/Orthotic Technician - Registered

	<u>START</u>	<u>1 YR.</u>	<u>2 YRS</u>	<u>3 YRS</u>	<u>4 YRS</u>	<u>5 YRS.</u>
Jun 1,92	14.736	15.174	15.633	16.105	16.587	17.081
Jun 1,93	15.034	15.481	15.949	16.430	16.922	17.426

Prosthetic Technician Trainee

	<u>START</u>	<u>6 MO.</u>	<u>12 MO</u>	<u>18 MO</u>	<u>24 MO</u>	<u>30 MO.</u>	<u>36 MO.</u>
June 1, 1992							
	8.463	9.228	9.992	10.757	11.522	12.287	13.052
June 1, 1993							
	8.634	9.414	10.194	10.974	11.755	12.535	13.316

Appendix " Cont'd...

Prosthetist/Orthotist - Certified

	START	1 YR	2 YRS	3 YRS	4 YRS	5 YRS
Jun 1/92	17.956	18.854	19.796	20.785	21.828	22.918
Jun 1/93	18.319	19.235	20.196	21.205	22.269	23.381

Clerk

		<u>START</u>	<u>1 YR</u>	<u>2 YRS</u>	<u>3 YRS</u>
June 1, 1992		12.992	13.369	13.746	14.123
October 1, 1992	13.219	13.596	13.973	14.350	
June 1, 1993		13.486	13.871	14.255	14.640

APPENDIX D

ACADEMIC ALLOWANCE

The Centre shall pay the following non-cumulative amounts in addition to salary for job related qualifications:

Effective Date of Signing

A.R.T./A.C.R.	\$100.00 per month
B.Sc. & R.T./R.T.R.	\$100.00 per month
L.C.S.L.T.	\$200.00 per month
B.Sc. & A.R.T./A.C.R.	\$200.00 per month
B.Sc. and L.C.S.L.T.	\$250.00 per month

Definitions:

A.R.T. means Advanced Registered Technologist (certified by and currently registered with the C.S.L.T.)

A.C.R. means Advanced Certification Radiography certified by and currently registered with the C.A.M.R.T.

C.S.L.T.		means the Canadian Society of Laboratory Technologists.
C.A.M.R.T.	-	means Canadian Association of Medical Radiation Technologists.
L.C.S.L.T.	-	means Licentiate certified by and currently registered with C.S.L.T.
R.T.		means Registered Technologist (certified by and currently registered with the C.S.L.T.)
R.T.R.		means Registered Technologist Radiography certified by and currently registered with the C.A.M.R.T.

PAY NOTES

Retroactivity

The wage increases outlined above shall become effective on the dates specified and shall be applied retroactively as follows:

- (i) to full-time, part-time, casual and temporary employees who are on strength on the date of ratification of this Agreement by the Alliance, including employees on extended sick leave, Workers Compensation or other leaves; and,
- (ii) to employees who have retired in accordance with the provisions of the Centre's group pension plan, whether or not enrolled in the pension plan; and,
- (iii) to the estate of deceased employees.
- (iv) to employees who have left the employ of the Centre between June 1, 1992 and the date of ratification of the Agreement, provided a written request for such retroactive payment is received by the Centre within thirty (30) days of the signing of this Agreement. The

Centre shall provide to the Union the names and last known addresses of these employees prior to the date of signing ~~of~~ this Agreement,

Overtime pay which has been paid to an employee during the period covered by the retroactive pay increases, will be recomputed ~~and~~ the difference between the amount paid on the old salary basis and the amount payable on the new salary basis will be paid to such employee.

WAGES

Licensed Practical Nurses

- Effective June 1, 1992 - a 4% increase to the rates of pay in effect May 31, 1992.
- Effective June 1, 1993 - implementation of an adjustment to rates of pay which is consistent with the pattern established in the province for L.P.N.'s.
- Effective June 1, 1994 - implementation of an adjustment to rates of pay which is consistent with the pattern established in the province for L.P.N.'s.

All Other Classifications

- Effective June 1, 1992 - a .95% increase to all rates of pay in effect May 31, 1992.

Effective. **1, 1993** - a **2.02%** increase to all rates of pay in effect **May 31, 1993**.

Effective **June 1, 1994** - an increase to rates of pay in effect **May 31, 1994** calculated as follows:

- 1.** Calculate the Total Percentage Change in the Winnipeg All-Items Consumer Price Index (CPI) as determined by Statistics Canada for the 12-month period from **May 1993** to **April 1994**. The Total Percentage Change is the sum of the percent changes in each of the **12** months in the period.
- 2.** Calculate the Average Percentage Change by dividing the Total Percentage Change by twelve (**12**). Round to the nearest **1/10** of a percent.
- 3.** Subtract **1%** from the Average Percentage Change. The remainder shall equal the percentage increase to be applied to former rates of pay.
- 4.** Notwithstanding the above, the implementation of this calculation methodology shall not result in any decrease to rates of pay.

MEMORANDUM OF UNDERSTANDING

Between

DEER LODGE CENTRE INC.

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

Re: HEALTH CARE REFORM

For the purpose of interpretation of Article 36 - Contracting Out, the term "contracting out" shall not include those situations where, as a result of Health Care Reform or restructuring, the services currently provided by members of the bargaining unit are transferred in whole or in part to another non proprietary health care facility.

The Centre shall notify the Alliance, in writing, at least ninety (90) days prior to any such transfer of services. Sections 2 through 7, inclusive of the Memorandum of Understanding Regarding Employment Security shall apply.

The terms of this Memorandum shall not be applicable to the transfer of Laboratory Services from Deer Lodge Centre,

Thomas Duise
On Behalf of the Alliance

B. J. Bar
On Behalf of the Centre

October 4, 1993
Date

MEMORANDUM OF AGREEMENT

Between

DEER LODGE CENTRE INC.

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

E.F.T. ADJUSTMENTS

1. Any part-time employee desiring either an increase or decrease in E.F.T. shall so advise his/her immediate supervisor in writing.
2. Where, for any reason, shifts become permanently available in a Department/Unit, the Supervisor/Unit Co-ordinator may choose to cover those shifts by increasing the E.F.T.'s of interested current staff. In such a case, the Supervisor/Unit Co-ordinator shall review the change requests received from employees to determine if the shift available can be permanently

covered by interested staff. In making this determination, consideration shall be given in a reasonable manner to such factors as:

- 1) the classification in which the shifts are available;
- 2) the current E.F.T.'s of interested staff;
- 3) the current shift assignments of interested staff;
- 4) the shift schedules of interested staff;
- 5) the needs of the Department/Unit; and,
- 6) the impact of the provisions of the Collective Agreement.

3. If, after reviewing the requests and the above considerations, it is determined that the available shifts can be absorbed by current staff, the required changes to employees' E.F.T.'s shall be implemented. The intent shall be to cover the available shifts by meeting staff requests however that may not be possible. In such cases, apportioning shall be as equitable as possible among interested staff with seniority governing any uneven apportionments.

4. If all of the available shifts cannot be permanently absorbed by current staff, the Supervisory Unit Coordinator, at his/her discretion, may choose to either:

- 1) post a position covering all the available shifts; or,
- 2) cover some of the available shifts utilizing interested staff while posting a position covering the balance of available shifts.

Thomas D. Dorian
On Behalf of the Alliance

R. S. B...
On Behalf of the Centre

October 4, 1993
Date

MEMORANDUM OF AGREEMENT

Between

DEER LODGE CENTRE INC.

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

Regarding

**COVERAGE OF EXTRA SHIFTS BY
PART-TIME EMPLOYEES**

Part-time employees who wish to work available additional shifts within their classification shall advise their department head in writing indicating:

- 1) those days and times they reasonably expect to be available for such shifts; and,
- 2) for employees within Nursing Services, whether they wish to be offered shifts on any unit, on certain designated units, or on their home unit only.

Those part-time employees who have indicated their willingness and availability will receive preferential consideration for additional shifts which become available.

Within Nursing Services, shifts available on any particular unit shall firstly be offered to available part-time employees from that unit. Any shifts remaining to be filled shall then be offered to available part-time employees from other units who have indicated a willingness to work on the unit where the **need** exists. Should a shift still remain unfilled, it shall then be offered to available casual employees. Requests shall then be made to outside staffing agencies to assist in covering shifts remaining unfilled.

In the offering of extra shifts to part-time employees in Nursing Services and other departments, every effort shall be made to distribute the available work as equitably as possible amongst the willing employees, recognizing that those employees who indicate greater availability will, very likely, receive a greater number of offers for extra shifts.

Extra shifts shall be offered to part-time employees **as** they become available, and a shift to be covered shall be considered a shift, regardless of the hours of work in said shift (i.e.: a four **(4)** hour shift versus a seven and three-quarters (7 3/4) hour shift.

The Centre is not obliged to offer a full shift (7 3/4 hours) to a part-time employee, who is already scheduled to work a shorter shift.

Within each department, records shall be kept of the shifts which become available; those part-time employees who were offered the available shifts; the response, if any, to the offer; **and**, the name of the employee who actually worked the shift. These records shall be retained for a minimum period of three months. Where an employee files a specific complaint or concern (citing dates and times), said records shall be made available to an employee or an Alliance representative to assist in resolving the complaint arising over the distribution of additional shifts.

Nursing Services shall prepare a report on the usage of outside staffing agencies which shall show the number of shifts and number of hours covered by classification. This report shall be prepared bi-weekly and forwarded to the Alliance local.

Should the method being utilized within a department for the distribution of extra shifts appear unsatisfactory or unworkable to either party, representatives of the parties shall meet to assess the nature of the problem **and**, if necessary, make adjustments to the method utilized.

To enhance the opportunities for part-time staff to work available additional shifts, the parties agree to modify the provisions of Articles 15:09, 46:10 and 46:11 of the Public Service Alliance of Canada/Deer Lodge Centre Inc. collective agreement as they apply to the hours of work for those part-time employees who have indicated their willingness and availability to work extra shifts.

Specifically, the terms of these Articles are modified as follows:

- a) the minimum period between shifts shall be ten and one-half (10 1/2) hours provided that at least one of the relevant shifts is an extra or additional shift;
- b) an employee may be offered, and agree to work, an additional shift on any day which would otherwise be a scheduled day off;
- c) an employee may be offered, and agree to work, an additional shift on a day which would otherwise be part of a scheduled weekend off; and
- d) as a result of having worked one or more additional shifts, an employee may have more than eight (8) consecutive days of work between days off; however not more than twelve (12) consecutive days of work without having at least one (1) day off.

No overtime shall be paid for work performed under the circumstances described in (a), (b), (c) or (d) above unless:

1. an employee works more than 7 3/4 hours in a calendar day; or,

an employee works more than 77½ hours in a bi-weekly period.

Should an employee's stated availability become questionable (such as: - when contacted, always refusing additional shifts, or working numerous additional shifts and them being unable to work their ~~own~~ shifts, or often utilizing sick leave after committing to work additional shifts), the Centre shall advise the employee of the concern and request that they reconfirm their availability, or it may be necessary to limit offers of shifts.

When an employee's phone is answered by a machine, that shall be the same as the employee being unavailable, unless the Centre leaves a message to which the employee responds within specified time limits.

Additional or extra shifts will not, except in unusual circumstances, be offered to part-time employees if, in so doing, compensation at overtime rates would be required.

Thomas Dwan
On Behalf Of The Alliance

R. L. Barr
On Behalf Of The Centre

October 4, 1993
Date

LETTER OF UNDERSTANDING

CASUAL EMPLOYEES

The Alliance shall receive a monthly report on the usage of casual employees. Should the Alliance deem it advisable, the parties shall meet in meaningful consultation to discuss the matter.

Thomas Dixon
On Behalf of the Alliance

B.S. Brown
On Behalf of the Centre

October 4, 1993
Date

LETTER OF UNDERSTANDING

SUBJECT: Over-Range Employees

The Centre agrees to the following policy and procedure with respect to employees who are over the range of the classification in which they are presently employed:

- A) Employees who are over the range of their classification and who are on the staff of the Centre as at April 1, 1983.

Employees falling into the above category shall receive the negotiated increase effective October 1, 1983 which will be added to their existing rate of pay; and thereafter such employees will receive 90% of the negotiated settlement, determined at the maximum of the range in the classification in which they are employed, which will be added to their existing rate of pay. The remaining 10% of the negotiated settlement will be paid to them in a lump **sum** in equal bi-weekly instalments and will not be added to their existing rate of pay.

- B) Employees who are over the range of their classification and who were on the staff of U. Centre subsequent to April 1, 1983.

Employees falling to the above category shall receive the negotiated increase effective October 1, 1983 which will be added to their existing rate of pay; and thereafter their rate of pay shall be frozen at this amount.

The foregoing shall apply in each circumstance until such time as the rate of pay for the classification in which the affected employees are employed exceeds their rate of pay as fixed and determined by the foregoing application, at which time the maximum of the classification in which these employees are employed shall become their new rate of pay.

The provisions contained herein shall be applicable for the affected employees durations of employment. The parties agree that this memorandum of agreement will continue in full force and effect without change on the renewal of this and subsequent collective agreements and shall form an integral part thereof.

Thomas Dixon
On Behalf of the Alliance

B. J. Rose
On Behalf of the Centre

October 4, 1993
Date

MEMOR. UM OF UNDERSTANDING - DAY CARE

The parties recognize that there are many potential benefits which could result from the establishment of an on-site day care facility.

The parties encourage the establishment of a Day Care Committee composed of both union and management representatives. The role of this Committee shall be to further investigate the need for day care amongst employees and to make recommendations regarding the establishment of a facility to the Centre's Board of Directors.

Thomas Dixon
On Behalf of the Alliance

B. L. Rose
On Behalf of the Centre

October 4, 1993
Date

MEMORANDUM OF UNDERSTANDING

REGARDING

EMPLOYMENT SECURITY

1. The Centre shall notify the Alliance, in writing, ninety (90) days prior to any alteration in the delivery of health care which shall result in the layoff of one or more employees.
2. Within twenty (20) days of notification, the parties shall meet and examine all avenues relevant to the issue of employment security for the employees affected.
3. The parties agree to meet to develop the process for the planned reductions, within five (5) working days of the above.
4. The Centre will, wherever reasonably possible, carry out these reductions by way of attrition.
5. Where reductions cannot be dealt with through attrition, the Centre will make every reasonable effort to reassign the affected employees to comparable vacant positions for which they are qualified within

the Centre. Article 38 will apply where reassignment is not possible.

6. In the event of #5 occurring and in conjunction with #7 below, the Centre will make every reasonable effort to achieve the funding necessary for retraining or redeployment of the employees affected.
7. The Centre will also cooperate with other facilities, with M.H.O. and/or the Government of Manitoba to support the establishment of a broader redeployment and retraining effort.

Thomas Dixon

On Behalf of the Alliance

B.C. Rose

On Behalf of the Centre

October 4, 1997

Date