

SOURCE	Union		
EFF.	95	06	01
TERM.	96	05	31
No. OF EMPLOYEES	502		
NOMBRE D'EMPLOYÉS	df		

**MEMORANDUM OF SETTLEMENT**

**BETWEEN**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**AND**

**DEER LODGE CENTRE INCORPORATED**

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The parties hereby agree to refer to their respective principals the following terms of settlement for ratification:

1. Duration of Collective Agreement

Effective June 1, 1995 to expire May 31, 1996.

2. Wages

Effective October 29, 1995, a reduction to hourly rates in effect on October 28, 1995 of 4.74% for the period of up to and including March 30, 1996. (Reflects a reduction of 2% for fiscal year April 1, 1995 to March 31, 1996,) Effective March 31, 1996, all hourly rates of pay shall be restored to the levels effective as at October 28, 1995.

3. Other

Article 6 - Union Dues

6.07 Amend by adding to current language:

At least monthly, the Centre shall supply the Alliance with a list of employees who have terminated, who are on unpaid leave or who have been absent for at least one month on Workers Compensation or Long Term Disability.

Article 7 - Non-Discrimination

NEW 7.02 Where, under the Human Rights Code, reasonable accommodation is required to meet employees' special needs, the parties may jointly agree to waive provisions of the agreement in order to achieve such accommodation.

Article 39 - Seniority

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 in the staffing office and sent to the Alliance.

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Article 41 - Classification

NEW 41.06 If the salary range of a new or revised classification is adjusted by means of negotiations or otherwise, such adjustment shall be retroactive to the date that new or revised classification came into effect. X

Article 43 - Duration and Renewal

43.01 This Collective Agreement shall be in full force and effect from June 1, 1995 up to and including May 31, 1996. Unless otherwise specified, all amended terms and conditions shall be effective from the date of signing. ✓

Memorandum of Agreement re: Amnesty from Provincial Wage/Hours of Work Reduction Legislation

The Centre will not exercise any right it may receive through legislation which is introduced after June 15, 1995 which enables the Centre to unilaterally reduce the wages specified in Appendices A, B and C or the hours of work specified in Article 15 during the 1995/96 fiscal year. It is agreed that this commitment is conditional upon there being an agreement (subject to ratification) in place between the parties no later than November 3, 1995 and this commitment shall not extend beyond March 31, 1996. X

This commitment shall not preclude the Centre from exercising any other right respecting wage rates or hours of work providing such action is not inconsistent with the provisions of the Collective Agreement. X

Memorandum of Agreement re: Joint Trusteeship of MHO Pension Plan

The Centre and the Alliance agree in principle to the concept of joint employer/employee trusteeship of the Manitoba Health Organizations Retirement Pension Plan. Subject to the resolution of those matters to be addressed by the Employee Benefits Issues Identification Committee, the parties agree to support changes to the plan to achieve joint trusteeship with a target implementation date of April 1, 1996. X

Appendices "A", "B" & "C"

Amend to reflect rates of pay in effect on October 28, 1995 and the relevant re-classification in effect on that date. X

Appendix "D"

Amend to include RRT and RRT(A). X

**LETTER OF UNDERSTANDING**

**Renewal of Letter of Understanding**

**on Technological Change**

**Preamble**

The parties agree that this letter of understanding shall constitute part of the Collective Agreement and be subject to Articles 13 and 14.

Notwithstanding the provisions of the collective agreement under Article 35 - Technological Change and the Memorandum of Understanding regarding Employment Security, the parties agree to the following provisions to protect the employees affected by technological change:

1.01 An employee shall not be laid off as a result of the introduction of technological change until the employee has exercised his/her right under Clause 1.04. ✓

1.02 In the event of a transfer, "bump", or recall from layoff as a result of a technological change, the provisions of Articles 33.09 and 33.10 of the Collective Agreement shall apply. In the event an employee is reclassified to a lower classification as a result of a technological change, the employee shall maintain the current salary level until the salary scale of the lower classification reaches the employee's level. ✗

1.03 Where, as a result of technological change, 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. <sup>22d</sup> ✓

1.04 (a) Where, as a result of technological change, an employee's position is displaced: the employee shall have priority staffing status for any vacancy for which the employee has the qualifications and ability to perform subject to the provisions of 1.04(b). ✓

(b) The Centre shall consider applications from affected employees for vacant positions for which they are not fully qualified, provided that the full qualifications could be achieved in a reasonable amount of time through formal training, on the job training or some combination of the two. Such training shall ✓

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be provided at the Centre's expenses. Such applications shall not be unreasonably denied. ✓

- (c) If no suitable vacancy has arisen, an employee shall be entitled, following the issuance of notice of layoff, to displace a less senior employee in accordance with Article 35.05(b) of the Collective Agreement. ✓

1.05 An employee who is required to attend training sessions beyond the employee's scheduled hours of work in order to fulfil the training requirements as specified herein, shall be compensated at the employee's basic hourly rate of pay for all time spent at such sessions. Such compensation shall be taken as earnings or as compensatory time off at the discretion of the employee. An employee's hours of work may be modified in order to facilitate attendance at a training course outside regularly scheduled hours of work provided, however, that the employee's personal circumstances shall be taken into account when making such modifications. ✓

1.06 An employee laid-off as a result of the above shall be subject to Article 38 - Lay-off and Recall and the Letter of Understanding between the parties on Redeployment Principles. ✓

1.07 For any affected employee pursuing employment options outside the Centre, the Centre is prepared to grant reasonable periods of time off for the purpose of attending employment interviews.

Signed this 3<sup>rd</sup> day of November, 1995 In Winnipeg, Manitoba.

On behalf of Deer Lodge

On Behalf of the Alliance



Michael J. Chubb

W. L. Flecke

R. Bell

Thomas Dixon

Eric Smith

James Steward

William King

J. Bremner

R. J. Leduc

B. J. Young