

This Collective Agreement made this _____ day of _____, 200__.

Between



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

- and -

THE WINNIPEG REGIONAL HEALTH AUTHORITY
DEER LODGE CENTRE SITE
(herein called the "Centre")

JUNE 1, 2004 to MARCH 31, 2008

832 / 060

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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 certificate MLB 3796.
- 1:02 In the event that the Centre creates a new classification (which did not exist on the signature of this Agreement), it undertakes to inform the Alliance of the creation of this new classification together with the Centre's position as to whether such classification is to be recognized as being part of the bargaining unit. Upon a written request from the Alliance within forty-five **(45)** days of notification to this effect, the Centre shall meet with the Alliance in order to discuss the Centre's position on the inclusion or exclusion of this classification in the bargaining unit.
- 1:03 In the event that the parties fail to agree on whether such classification shall be included or excluded, either party may refer the case to the Manitoba Labour Board for decision.
- 1:04 This Agreement may be amended by mutual consent.

ARTICLE 2: DEFINITIONS AND INTERPRETATIONS

- 2:01 "Alliance" means the Public Service Alliance of Canada.
- 2:02 A "bi-weekly period" shall mean the two (2) calendar weeks constituting a pay period.
- 2:03 "Centre" means Deer Lodge Centre Incorporated.
- 2:04 "Common-law spouse" - a "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an Employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse.
- 2:05 "Dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy.
- 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 decimal one (0.1) of an EFT 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 fifty-four (54) weeks. 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 Term Positions

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

Term positions known or anticipated to be of duration of three (3) months or more shall be posted. The employer will determine whether positions of **less** than three (3) months will be posted.

Term positions shall be of a maximum duration of fifty-four (54) weeks unless this period is extended with the agreement of the Union.

When the Employer determines that term position(s), as described above exists, the position shall be posted and filled in accordance with Article 30. All employees may apply for term positions. Additional postings may not be required for the position of the employee who may be awarded the term position. Any additional hours occurring as a result of the filling of a term position, may be offered to part time employees in accordance with Article 46:08.

An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

Where the Employer deems a term position to be of an indefinite length due to an employee's illness or injury, the term position shall be posted as "indefinite term". Other term positions may be posted as "indefinite term" subject to the agreement of the parties. Employees returning from this leave will provide the Employer with as much notice as possible of the date of return. The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

Upon completion of the term position, the employee shall return to her former position. In the event that the employee's former position is no longer current, an employee shall be entitled to exercise her seniority to displace an employee in an equal or lower classification, provided she possesses the qualifications and ability sufficient to perform the required work, or to accept lay-off. An employee thus displaced shall have the same rights.

2:15 "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.

5:06 Authorized representatives of the Alliance shall, up to three (3) times per week, be granted one half (1/2) hour leave with pay which, when desired, can be combined with their meal period. This time shall be distributed amongst available appointed representatives so as to limit the impact of an employee's absence from any one department or unit.

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 Annually (November 30th) and with regular updates, as is the current practice, the Centre shall supply the Alliance with a list of employees which shall indicate the name, classification, current rate of pay, date of appointment and whether full-time, part-time, casual or on leave without pay for more than one (1) month. The list shall also identify employees who have terminated.

6:08 At the time of initial documentation, new employees shall be given a PSAC membership card, supplied by the union.

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.

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 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. If the union representative is unable to attend the orientation, the employer will provide to the newly hired employee(s) an envelope provided to them by the union.

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 Chief Human Resources Officer 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 twenty-four (24) hours advance notice of the hearing unless, under the circumstances, a lesser period of notice is required. The Centre shall give the employee and the Alliance representative advance notice of the nature of the complaint. 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.

11:03 At the request of an employee, the record of any disciplinary action, or complaint about an employee's work performance or employment record, which has been placed on the employee's personnel file, shall be reviewed with the employee six (6) months following its placement on the file. Requests for removal of records from the file shall be considered and granted at the absolute discretion of the Centre. Where records remain on the file, the employee may request further reviews on an annual basis.

ARTICLE 12: RESIGNATION

12:01 Employees shall, whenever possible, give written notice of resignation of four (4) weeks, but not less than three (3) weeks, prior to the date on which the resignation is to be effective.

ARTICLE 13: GRIEVANCE PROCEDURE

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 Chief Operating Officer or, in his absence, to the appropriate Assistant Chief Operating Officer 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 Chief Operating Officer 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 sub-section (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 Prosthetics Groups)

- i) Seven and three-quarter (7 3/4) consecutive hours per day, excluding meal periods and
- ii) An average of seventy-seven and one-half (77%) 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%) 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 0800 hours shall be considered the first shift;
- b) the shift commencing at or about 1600 hours shall be considered the second shift;
- c) the shift commencing at or about 12 midnight 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 (6%) hours - one fifteen (15) minute paid rest period and one thirty (30) minute unpaid meal period.
- for shifts of **six** and one-half (6%) 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 unless otherwise requested by an employee and approved by the Centre.
 - 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 (a) 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.
- (b) The Centre is continuing to pursue a technological and/or other solution that will provide switchboard operators with the opportunity to leave the switchboard area during their breaks. Until such a solution is found, the Centre will pay fifteen (15) minutes at the applicable overtime rate for each break period during which the operator must remain at the switchboard.

- 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.
- 15:14 Sufficient staff is required to remain at their work location until all staff have reported for the next shift. Employees shall be compensated at the applicable overtime rate.

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 (a) 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 \$5.00 will be made in lieu. An employee shall be granted one-half (½) 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.
- An employee may request to receive the meal allowance in cash during the shift. When such a request is received, every effort shall be made to ensure that the employee receives the payment as close to the commencement of the overtime shift as possible.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, she shall be reimbursed for one additional meal in the amount of

five dollars (\$5.00) except where a free meal is provided. Reasonable time with pay calculated at the appropriate overtime rate shall be allowed the employee in order to take a meal break either at or adjacent to her place of work.

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/TRANSPORTATION ALLOWANCE

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 30¢ per kilometre for the use of their own vehicle (minimum \$2.50). Taxi fare will not apply beyond the city limits.

17:03 An employee who is required to work in more than one location during a period of duty shall be reimbursed for return taxi fare or compensated at the rate of thirty cents (30¢) per kilometre for use of their personal vehicle on Centre business.

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 seventy cents (\$1.70) per hour while on standby.

ARTICLE 19: SHIFT PREMIUM

19:01 An employee required to work the majority of her hours on any shift between 1600 hours and 2400 hours shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift. An employee required to work the majority of her hours on any shift between 0001 hours and 0800 hours shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour for that shift.

19:02 A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

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

(b) In recognition of length of service, each employee hired prior to May 1, 1988 shall receive an additional five (5) days of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the calendar year in which the anniversary date falls and are not accumulative.

20:04 One (1) additional week's vacation will be granted to an employee hired on or before September 26, 2002 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 The Centre shall be responsible for posting the vacation entitlement list by February 1st of each year. The list shall reflect the employee's projected vacation entitlement as at March 31st that year.

The employees shall be responsible for submitting their preference for vacation by February 15th. Vacation requests for the entire vacation year (i.e. to March 31st of the following year) should be submitted at this time.

The Centre shall, where operational requirements permit, make reasonable effort to schedule the employee's vacation leave for up to three (3) consecutive weeks, during the period requested, provided notice of the period requested is given by the employee by February 15th deadline.

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 for the periods that they have requested, the Centre shall grant preference to those employees having the greatest seniority and who have met the submission deadline. Employees may exercise their seniority for vacation leave preference only once per vacation year.

Employees who fail to indicate their choice for all or part of their vacation by February 15th shall not receive preference over those employees who have met the February 15th deadline, and shall have their vacation scheduled on a first come, first served, basis, subject to operational requirements.

The approved vacation schedule will be posted by March 31st and shall not be changed without the mutual consent of the employee and Centre.

The Centre shall post a list of employees' remaining unscheduled vacation by September 15th. The employees shall indicate their preference for all remaining vacation by October 1st. Subject to operational requirements, preference for vacation shall be given to employees in descending order of seniority provided seniority has not been exercised earlier in the vacation year. No vacation shall be granted which would result in the displacement of vacation previously approved. The second vacation schedule shall be posted by October 15th.

20:08 Where an employee qualified for sick leave involving hospitalization (including non-elective outpatient surgery) 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. Non-elective outpatient surgery reimbursement requests shall not be unreasonably denied.

20:09 Notwithstanding 20:06 and 20.07, for good and valid reasons 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 October 1st in the vacation year. All such requests shall be responded to within thirty (30) days and shall not be unreasonably denied.

20:10 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.

- 20:11 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.
- 20:12 An employee shall be compensated at the applicable overtime rate for the first shift worked if vacation leave, which had been approved, is subsequently cancelled or altered by the Centre without mutual agreement.
- 20:13 Provided sufficient advance notice is given, requests for vacation leave of less than one full shift shall be considered and granted if operational requirements permit.
- 20:14 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 HOLIDAYS

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. Unless otherwise mutually agreed

between the employee concerned and the Centre, the employee may be granted the alternative day up to forty-two (42) days in advance of the holiday or forty-two (42) days subsequent to the holiday. Upon request, an employee may accumulate four **(4)** days of

leave with pay in lieu of holidays to be taken with scheduled days off or to complete a partial week of vacation. Lieu days not taken by March 31st will be liquidated at the employee's daily rate of pay on March 31st.

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

Parental Leave - Maternity

22:01 Upon request, an employee shall be entitled to take maternity leave of seventeen (17) weeks and parental leave of up to thirty-seven (37) weeks without pay subject to the following conditions:

- (a) An employee must have completed 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.
- (d) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately upon the expiry of the maternity leave without a return to work.

22:02 (a) Where an employee's newborn child requires hospitalization during the period of maternity or parental 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 her leave when the child's hospitalization is over and remain on her leave for the balance of the originally requested leave.

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

Parental Leave - Adoption

- 22:03
- (a) An employee who intends to request parental leave for adoption shall notify the employer as soon as the application for adoption has been approved by the adoption agency.
 - (b) An employee may request parental 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 parental leave without pay for a period of up to thirty-seven (37) weeks. Parental leave must be completed no later than fifty-two (52) weeks after the date on which the child comes into the actual care and custody of the employee.
 - (c) Where an employee's adopted child requires hospitalization during the period of parental leave granted under 22.03(b), 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 her leave when the child's hospitalization is over and remain on her leave for the balance of the originally requested leave.
 - (d) 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.

Parental Leave - Paternity

- 22:04
- (a) A male employee shall be entitled, upon request, to up to thirty-seven (37) weeks parental leave without pay to be taken within fifty-two (52) weeks of the birth of his child.
 - (b) A written request for parental 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 or parental 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.

ARTICLE 23: SICK LEAVE

23:01 An employee shall earn sick leave credits at the rate of one and one-quarter (1%) days for each calendar month of continuous service.

- (a) Of each day and a quarter of sick leave credits accumulated, one day* shall be reserved for the employee's personal use as specified in 23:02.
- (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 provide notice to his supervisor or designate prior to the commencement of his next scheduled shift.

Employees who are replaced when absent who fail, without valid reason, to give notice as specified below will not be entitled to receive sick leave with pay for the shifts in question.

Prior to day shift	-	1 ¼ hours
Prior to evening shift	-	3 hours
Prior to night shift	-	3 hours

In departments where the supervisor or designate is not available to receive a call 1 ¼ hours prior to the commencement of an employee's day shift, the employee shall give notice prior to the scheduled start time of the supervisor/designate.

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.

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.

23:09 The Centre shall only request medical certificates for good and valid reason.

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: LEAVE GENERAL

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 the purpose of providing care in the event of an illness of that employee's spouse (including common-law spouse resident with the employee), child

(including child of common-law spouse) or parent (or, alternatively, stepfather/stepmother or foster parent).

28:03 An employee shall be granted unpaid leave of absence to enable him, if nominated, to campaign for public office and, if elected, to serve his term(s) of office.

28:04 An employee shall be granted the necessary time off with pay to attend citizenship court to become a Canadian citizen.

ARTICLE 29: BEREAVEMENT LEAVE

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. Such days may be taken only in the period which extends from the date of death up to and including the day following internment, or four **(4)** calendar days following the death, whichever is the greater. In addition, the employee may be granted up to two (2) days' 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 ten (10) 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 ten (10) 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 he shall be returned to either his former position or an equivalent position and rate of pay without loss of seniority. If, during either the first thirty (30) days or twenty (20) regular shifts worked (whichever occurs later) of the trial period, the employee wishes to voluntarily revert to his former position, he shall be returned to his former position without loss of seniority. Such return shall be arranged within four (4) weeks of the date the Centre is advised of the employee's wish to revert to his former position. 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 Article 48.

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 (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.

32:02 In recognition of the fact that during the performance of their duties employees may have their clothing or other personal property damaged, the Centre agrees to make reasonable compensation for same.

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).

(c) 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	Start rate
One (1) year within past four (4) years	1 year rate
Two (2) years within past five (5) years	2 year rate
Three (3) years within the past six (6) years	3 year rate
Four (4) years within the past six (6) years	4 year rate
Five (5) years within the past seven (7) years	5 year rate
Six (6) years within the past seven (7) years	6 year rate

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. The parties support the implementation of health and safety initiatives aimed at establishing a safer workplace. They agree to work co-operatively to ensure compliance with policies and procedures impacting on employees' health and safety.
- 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/CAREER DEVELOPMENT 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.

37:03 Employees may request an educational leave of absence without pay to allow them to pursue training opportunities relevant to their employment. Such requests should be submitted as far in advance as possible and should specify the course(s) to be taken and the length and amount of leave requested.

37:04 An employee will receive consideration in scheduling to allow her to pursue academic course(s) to further her education. Whenever reasonably possible, subject to operational requirements, the granting shall be based on the following:

- (i) she submits her written request at least one (1) month prior to commencing the academic course(s); and,
- (ii) another employee(s) in the same classification is (are) prepared to interchange her scheduled shifts for the scheduled shifts of the employee attending the academic course(s), as agreed in writing; and,
- (iii) upon completion of the academic course(s) each employee shall revert to her former schedule of hours.

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 our (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 in the Staffing Office 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 (4¼%) 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.

40:02 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.

40:03 Effective the beginning of the first full pay period following date of ratification, casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where a vacancy is posted in accordance with Article 30 and not awarded to a permanent or temporary full time or part time employee, the position shall be awarded to the most senior casual applicant providing the applicant possesses the necessary qualifications relative to the job description and has a good employment record.

ARTICLE 41 : CLASSIFICATION

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.

41:05 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.

41:06(a) At any time after an employee has been in a classification for the equivalent of three months of full-time employment, they shall have the right to request a review of their classification if they believe that the duties of their job have changed from those of the classification job description.

(b) In the event that there are substantive, permanent changes to the duties and responsibilities of a classification, these shall be incorporated into the job description within a reasonable period of time following their introduction.

ARTICLE 42: HEALTH AND WELFARE 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, 2004 up to and including March 31, 2008. 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: WORKPLACE 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 Regular		
Rate of Pay _____	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
vacation year) 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. in accordance with the terms of Article 48 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 them 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.

46:12 A part-time employee, having accepted an additional available shift, who is unable to work the shift owing to illness (including family-related illness) shall be entitled to utilize available sick leave credits to cover such absences to a maximum of one (1) incidence per calendar year. Beyond the first incidence, where a part-time employee does not work all or part of an additional available shift owing to illness, payment shall be made only in respect of hours actually worked.

For the purposes of this article, an incidence shall be defined as a period of time, of whatever duration, of absence from work owing to illness which is unbroken by attendance at work.

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:

the prevention of abuse of staff;
appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred; and
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.

ARTICLE 48 - E.F.T. ADJUSTMENTS

48:01 Any part-time employee desiring either an increase or decrease in E.F.T. shall so advise his/her immediate supervisor in writing.

48:02 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.

48:03 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.

48:04. If all of the available shifts cannot be permanently absorbed by current staff, the Supervisor/Unit Co-ordinator, 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.

48.05 Only positions identified as **less** than full-time will be used to increase the E.F.T. for part-time employees unless otherwise agreed to by the parties.

48.06 **All** vacant full-time positions being staffed shall be posted for all bargaining unit members to bid on.

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.

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

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.

An available additional shift is a regularly scheduled shift which remains unfilled once the schedules for all full-time and part-time regular and float pool staff have been posted.

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.

The Centre 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 within Nursing Services. This report shall be prepared monthly 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 seven and three-quarter ($7\frac{3}{4}$) 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 $7\frac{3}{4}$ hours in a calendar day; or,
2. an employee works more than $77\frac{1}{2}$ 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.

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

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 installments 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 the 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 duration 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.

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

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.

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

MEMORANDUM OF UNDERSTANDING
Between
DEER LODGE CENTRE INC.
and
THE PUBLIC SERVICE ALLIANCE OF CANADA
regarding
LAYOFF/BUMPING PROTOCOL

In accordance with the Memorandum of Understanding Regarding Employment Security, the Alliance and the Centre agree to the following protocol to protect employees affected by planned reductions at the Centre. Should any conflict arise between this protocol and the terms of the Collective Agreement, the latter shall take precedence.

Where an alteration in the delivery of health care necessitates the deletion of occupied positions, notice of impending layoff will be provided verbally to the Alliance and the affected employees as far in advance as is practicable. Formal, written notice of a layoff shall be provided to both the Alliance and the affected employees in accordance with the terms of the Collective Agreement.

An employee facing layoff enjoys certain rights, as outlined below. Employees shall not actually be laid off until after they have been given an opportunity to exercise these rights.

Preferential Consideration for Vacant Positions

The requirement outlined in the Collective Agreement to post vacancies will be waived for positions where there may be qualified employees who have received layoff notice or notice that they are being bumped. Notification of these vacancies will be provided to affected employees on a timely basis and they will have seven (7) calendar days to make application for a vacancy. Positions will be awarded to the senior qualified applicant from amongst the group of affected employees. Should there be no applicants at the expiration of the seven (7) day period, the position shall, unless otherwise agreed by the parties, be posted in accordance with the Collective Agreement.

An employee who transfers into another position under this process will be paid in accordance with Articles 33.09 and 33.10 of the Collective Agreement. Where an employee transfers prior to the effective layoff/bump date, the provisions of 33.10 shall apply until one year past the effective layoff date.

The 90-day trial period shall apply to all transfers under this process however the employee's former position will no longer be available to return to. Therefore, should the employee prove to be unsatisfactory in the new position or wish to voluntarily revert back, the employee would then be permitted to exercise the right to 'bump' another employee (as described below).

Bumping Rights

An employee who has received notice of layoff may choose to 'bump', i.e. displace a less-senior employee in an equal or lower classification (an equal or lower classification is a classification where the annual full-time salary is less than or equal to the annual full-time salary in the classification currently occupied by an employee - a list of equal or lower classifications will be provided to employees receiving layoff/bumping notice). Those positions into which employees can 'bump' (including positions of individuals on Leave of Absence) are those, which the employees are qualified to perform given a reasonable familiarization period.

It is not anticipated that an employee will target a specific employee's position to 'bump' into (unless there is only one such position within the classification in the work location) but will instead 'bump' into the position with an E.F.T. identical to the employee's current E.F.T. and which is held by the junior employee in the

classification at that location. If an E.F.T. match is not available, the employee may 'bump' into the position which is within 0.2 of current E.F.T. and which is held by the junior employee in the classification at that location. While consideration will be given to matching as closely as possible an employee's current hours of work and shift rotation, it is understood that this will not be possible in many cases, especially where the hours of work and shift rotations of other staff would be significantly impacted.

An employee who 'bumps' into a position will not have a trial period in that position, however a familiarization period will be provided if required. A familiarization period may not be required (e.g. where an employee bumps into another position in the same classification in the same department/unit). Where an employee bumps into another classification and/or department, the familiarization period shall be as appropriate for any new hire. Employees should carefully consider the position into which they are 'bumping' as only one 'bump' is allowed.

While a 'bump' will normally take place effective the date on which an employee's current position is deleted, it will be required that employees provide the Centre with advance notice of their intentions so employees affected by the 'bumping' process can be advised well in advance. Any employee who is displaced by the 'bumping' process will be so notified and will be eligible to utilize seniority rights to "bump" or transfer in accordance with this protocol.

Should an employee experience performance difficulties in the position into which he/she has 'bumped', the parties shall meet to discuss the situation with a view to resolving the problem. It is the position of the Centre that an employee who, after being given a fair and reasonable opportunity, proves ultimately to be unsatisfactory in the position into which he or she has 'bumped' will be laid off. It is the position of the Alliance that an individual in such a situation is allowed to then bump in accordance with the terms of the Collective Agreement.

Process for 'Bumping' Involving Positions of Individuals on Leave of Absence

Positions of individuals on leave of absence shall be included in positions available for bumping as per the following:

- i) If Employee A indicates that she wishes to bump into the position of Employee B on a leave of absence, she shall be entitled to bump effective the date she must vacate her former position.

Employee B on leave of absence shall be contacted and given the same options as those not on leave of absence. Employee B on leave would identify where she wishes to go and upon return from leave will assume that position. The Centre may choose to fill this position with a term.

Employee C, having had her position identified by Employee B on leave, will be given notice that she has been bumped. This process will carry on as if Employee B on leave of absence was still at work.

- ii) If the vacancy caused by Employee B's leave of absence is being filled by an employee in a term, that term would be deemed to expire effective the day prior to the date on which Employee A bumps into the position.
- iii) If the vacancy caused by Employee B's leave of absence had not been filled by the Centre, Employee A shall be entitled to bump effective the date she must vacate her former position; however, Employee A may not be allowed to commence in the position until the date that Employee B was scheduled to return from leave of absence.

Layoff

Employees who are unable to transfer into a vacant position or 'bump' into an alternate position, or who choose not to exercise their seniority rights, will be laid off effective the date their position is deleted or the date they are 'bumped' from their position. Layoff and recall rights shall be as outlined in Article 38 of the Collective Agreement.

Redeployment

Employees who are either facing layoff or who have actually been laid off shall have access to the Redeployment process operated under the auspices of the Provincial Health Care Labour Adjustment Committee. The Alliance and the Centre are both signatories to the Letter of Understanding on Redeployment Principles.

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

MEMORANDUM OF AGREEMENT

Between

DEER LODGE CENTRE

- and -

THE PUBLIC SERVICE ALLIANCE OF CANADA

Regarding

STAFF MOBILITY WITHIN THE 9 FACILITIES OF THE WRHA SYSTEM

WHEREAS it is the desire of, and in the best interest of, the parties to work toward the avoidance of job loss by providing for the mobility of employees within the WRHA system.

AND WHEREAS the parties wish to promote career opportunities by removing systemic barriers;

NOW THEREFORE the parties agree as follows:

1. This memorandum is attached to and forms part of the Collective Agreement between the undersigned parties.
2. The parties agree to work towards a systemic labour adjustment plan utilizing a regional attrition model where reasonable, and utilizing any other programs as agreed to by the parties, (e.g. VSIP's, ERIP's, Training, EAP, etc).
3. In the event that this Memorandum of Understanding conflicts with the terms of any existing Collective Agreement between the parties, the terms of this Memorandum shall prevail over the terms of the Collective Agreement (unless otherwise specified).
4. (a) In the event of a *transfer/closure/consolidation/merger* of one or more of the programs and/or facilities, the Employer(s) will notify the unions, where possible*, at least ninety (90) days prior to the implementation date unless otherwise provided for in the applicable Collective Agreement. The Employer(s) will determine the estimated number and types of positions available, and update such data as the reconfiguration/implementation plans are defined.

*lesser notice may be given only in exceptional circumstances.

- (b) The Employer(s) and Union(s) shall meet within thirty (30) days of notice provided for in 4 (a) to discuss issues arising out of the transfer of employees.
- (c) The Employer(s) shall prepare and provide the following data relative to the *transfer/closure/consolidation/merger* to the Union(s):
 - Positions affected at the sending facility.
 - Number of vacancies and new positions created at the receiving facility.
 - Up-to-date seniority lists.
 - Pertinent classification information.

- Relevant time frames.

4. **Staff Mobility**

A. **Transfers with Programs**

- (i) When programs are transferred, consolidated, or merged from one facility or facilities to another, the Employer(s) will determine the number of staff required by classification.

Qualified employees within the transferring program will be given the opportunity to move with the program. Where excess numbers of staff wish to move, staff will be selected based on mobility seniority. Where an insufficient number of staff by classification volunteer to move, the sending facility(s) shall fill the remaining positions in the program by utilizing the job posting/recall procedures in the applicable Collective Agreement(s).

If vacancies continue to exist after the job competition, the Employer(s) reserves the right to transfer employees from the sending facility to fill the vacancies commencing with the most junior qualified employee.

- (ii) Employees who are transferred in accordance with this Memorandum shall retain seniority as described in (6) below, service and other portable benefits as set out in the Letter of Understanding on Redeployment Principles, and will be treated in all respects as if they had always been employees of the receiving facility.
- (iii) The receiving facility will provide an orientation period to employees transferring to a new program site. The orientation period shall be of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment and fire and disaster plans.
- (iv) No new probationary/trial period will be served by transferring employees. Any transferring employee who **had** not yet completed their probationary period at the sending facility will complete the balance of the period required at the receiving facility.

Should the transferred employee decide not to remain at the receiving facility, such employee shall provide written notice to the receiving facility no later than sixty (60) days following the date of transfer. The employee shall be entitled to be placed on the Central Redeployment list and the recall list of the sending facility.

B. **Temporary Transfer of Employees**

- (i) To facilitate temporary transfers to facilities experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another facility shall be offered the opportunity to work in the facility(s) experiencing the need for additional employees.
- (ii) Temporary transfers shall not be implemented until the applicable provisions of the Collective Agreement of the receiving facility relating to the assigning of occasional additional shifts are fulfilled.
- (iii) The temporarily transferred employees will continue to be covered by the terms of the sending facility's Collective Agreement.

- (iv) Where an insufficient number of qualified employees volunteer to be temporarily transferred, the facility(s) reserve the right to transfer employees, commencing with the most junior qualified employee at the sending facility.
- (v) Orientation as set out in (5) (a) (iii) above will be provided if reasonably possible.

G. Voluntary Transfers to Vacancies

As bargaining unit vacancies arise that any of the Facilities intend to fill, the following procedures will apply:

- (i) Vacancies will be filled in accordance with the provisions of the applicable Collective Agreement.
- (ii) An internal and city-wide posting may occur simultaneously. Employees from other facilities will have the right to apply for said vacancy.

If the selected employee is a current employee of one of the nine (9) facilities, that employee will be entitled to transfer all seniority, service and other benefits as set out in the Letter of Understanding on Redeployment Principles and will be treated in all respects as if they had always been an employee of the receiving facility.

- (iii) Where there are no qualified internal applicants, positions will be awarded in the following order:
 - Recall of laid off workers from the facility posting the vacancy (unless otherwise stipulated in the applicable collective agreement);
 - Applicants from the Redeployment List;
 - Applicants from one of the other nine (9) facilities;
 - Applicants external to the nine (9) facilities.

6. Seniority

- A. Seniority lists will be maintained in accordance with the Collective Agreements for internal purposes at each facility.
- B. Mobility seniority for the purposes of this Memorandum will be calculated as follows:

“Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer.”
- C. Transferring employees **will** be treated in all respects as though they had always been employed at the receiving facility.
- D. To ensure the accuracy of the calculation of the mobility seniority, the Employer(s) will provide sufficient information to verify an accurate calculation has been made.

E. Any employee who:

- (i) has utilized a redeployment number in the past to obtain a position but was not permitted to transfer seniority credits at the receiving facility, or
- (ii) has voluntarily transferred to another facility between 01 January 1998 and the effective date of this memorandum,

shall be entitled to an adjustment of seniority, which will reflect cumulative seniority earned both at the sending and receiving facilities. Processes contingent on seniority implemented prior to date of signing will not be adjusted retroactively, (e.g. bumping, vacation preference).

7. **Staff Mobility Dispute Resolution Mechanism**

This dispute resolution mechanism shall not be utilized to resolve disputes which could be addressed through the grievance arbitration procedure(s) set out in the applicable Collective Agreement.

Should a dispute(s) arise between a signatory Union(s) and a signatory employer(s) regarding the application, interpretation or alleged violation of this Memorandum of Understanding, the parties concerned shall meet within twenty (20) calendar days and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved after such meetings, any party to the dispute may within a further ten (10) calendar days refer the matter(s) to arbitration.

The parties to the dispute shall select a mutually agreed Arbitrator with ten (10) calendar days following such referral to arbitration. Should the parties fail to agree upon an Arbitrator, either party may forward a request to the Manitoba Labour Board.

The above time limits may be extended by mutual agreement and shall be confirmed in writing.

The Arbitration shall set his/her own procedures for hearing the dispute and may accept any evidence he/she deems appropriate.

The decision of the Arbitrator shall be final and binding upon the parties to the dispute.

Any costs incurred by either of the parties to the dispute, preceding or during arbitration proceedings, shall be borne by the parties incurring such costs, but cost of the Arbitrator shall be borne by the parties in equal share.

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

Memorandum of Understanding
Supplementary to the Collective Agreement
Between
Deer Lodge Centre Inc.
- and -
The Public Service Alliance of Canada

The Parties agree that for the purpose of implementing the Memorandum regarding Staff Mobility and the Memorandum regarding Interpretation of Staff Mobility, the following shall apply:

1. The primary emphasis of the Mobility Agreement is to facilitate the voluntary transfer of employees with programs, to vacancies, or on a temporary basis.
2. The Centre agrees that the provisions of Section 5 (B)(iv) of the Mobility Agreement shall be utilized only under extenuating and emergency circumstances. A strike shall not be deemed to constitute an extenuating or emergency circumstance permitting application of Section 5B.
3. (a) Orientation for employee(s) transferring with programs shall be provided in accordance with Section 5 (A) (iii) of the Mobility Agreement and shall take into consideration the individual needs of the transferring employee(s).
(b) Orientation for employees temporarily transferring to another facility in accordance with the provisions of Section 5 (B) of the Mobility Agreement and Section #2 of this Memorandum shall be provided in accordance with 5 (A)(iii) of the Mobility Agreement if reasonably possible.
4. (a) It is agreed that 5 (A)(ii) of the Mobility Agreement shall include portability of hours of service since the last increment for purposes of calculating the next increment.
(b) It is agreed that vacation earned at the sending facility shall not be paid out upon transfer unless the employee requests.
5. The statement re "personal transportation" in the Memorandum of Interpretation re Staff Mobility will be expanded to include the following:

Return transportation will be provided by the Employer if the employee requests transportation or if personal transportation is not available. If personal transportation is utilized, the following shall apply:

- a) Parking in close proximity to the "receiving facility" will be made available.
- b) Parking expenses shall be reimbursed to the employee by the Employer.
- c) The employee shall be eligible for transportation reimbursement of thirty cents (.30¢) per kilometer for travel in accordance with the following formula, subject to a minimum guarantee of three dollars (\$3.00). Distance (in kms.) from the employee's home to the "receiving facility" minus the distance (in kms.) from the employee's home to the "sending facility".

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

Memorandum of Understanding

Supplementary to the Collective Agreement

Between

Deer Lodge Centre Inc.

- and -

The Public Service Alliance of Canada

Renardinn Interpretation of Staff Mobility

The parties agree that for the purposes of implementing the Memorandum of Understanding Regarding Staff Mobility Within the Nine Facilities of the WRHA system, interpretation shall be as follows:

It is agreed that should it be necessary to transfer employees with programs from one facility to another in accordance with the provisions of 5 (A), the Employer shall endeavour, to the greatest degree possible, to transfer such employee into a position which is within ± 0.2 of the E.F.T. of the position occupied by the employee at the sending facility.

It is further agreed that should it be necessary to temporarily transfer employees from one facility to another, in accordance with Article 5 (B), as much notice as possible shall be provided to such employee. Should the temporary transfer be required during the course of a scheduled shift, travel time from the sending to the receiving facility shall be considered time worked. If personal transportation is not available, transportation will be provided.

It is further agreed that periods of orientation in Article 5 (A)(iii) and 5 (B)(v) shall be considered time worked.

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

MEMORANDUM OF AGREEMENT

Between

DEER LODGE CENTRE INC.

-And-

THE PUBLIC SERVICE ALLIANCE OF CANADA

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

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

**LETTER OF UNDERSTANDING
ON REDEPLOYMENT PRINCIPLES**

Between

PARTICIPATING EMPLOYERS – LISTED IN APPENDIX “A”

- and -

PARTICIPATING UNIONS – LISTED IN APPENDIX “B”

1. PURPOSE

- 1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.02 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.
- 1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.04 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned unions and employers.
- 1.05 For the purpose of this Letter of Understanding “receiving agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit, which is the recipient of transferred positions/employees. Conversely, the “sending agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.06 All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.
- 1.07 “Central Redeployment List” means a list of employees who have been laid-off from a participating employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.

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

2. Seniority

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

3. Trial Period

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

4. New and Vacant Positions

4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement of that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/unions.

4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving facility shall give preferential consideration to qualified applicants from the Central Redeployment List on the following basis:

- (a) Employees on the Central Redeployment List shall be listed in order of seniority (as per "sending" Collective Agreement(s));
- (b) Subject to 4.01, selection shall be made from applicants on the Central Redeployment List. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
- (c) Seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- (d) In assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- (e) Receiving facilities job description applies vis-a-vis qualification requirements;
- (f) Once an employee has been redeployed and has completed the trial period with a receiving employer, she/he shall relinquish any recall rights to her/his former employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending employer and the original receiving employer.

5. Transfer Of Service/Merger/Amalgamation

5.01 In the event of a transfer(s) of service/merger/amalgamation, the affected employer(s) and unions shall meet to determine whether employees should have the opportunity to move with the service or department to the receiving facility, to the extent that such positions are available.

6. Portability Of Benefits

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.
- 6.03 Length of employment applicable to pre-retirement leave. NOTE: Deer Lodge Centre limited payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.04 Length of employment for the purpose of qualifying to join benefit plans, e.g. two (2) year pension requirement.
- 6.05 Benefits: An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans terms and conditions.
- 6.06 Salary Treatments –
- (a) If range is identical, than placed step-on-step:
 - (b) If the range is not identical, then placement will be at a step on the range, which is closest (higher or lower) to the employee's salary at the time of layoff.

NOTE: No red-circling provision except for Deer Lodge Centre employees who were guaranteed provisions as contained in the "Transfer Agreements" for the 1983 and 1987 transfer from federal to provincial jurisdiction and for whom the red circling provisions were in place prior to the inception of this Letter of Understanding.

- 6.07 Upon hire of an employee from the Central Redeployment List, the receiving employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending employer under this Letter of Understanding.

7. Other Conditions

- 7.01 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.
- 7.02 Salary and vacation earned to date to be paid out by sending employer.
- 7.03 Banked time including overtime bank, stat bank, to be paid out by sending employer.

a. Training

- 8.01 The parties agree that provisions for training will be dealt with by the Joint Provincial Labour Adjustment Committee.

9. Duration Of Letter Of Understanding

- 9.01 This Letter of Understanding shall be in full force and effect for a 12-month period commencing date of signing. In the event that any one of the parties signatory to this Letter of Understanding wishes to terminate its participation in this Letter of understanding it shall give sixty (60) days written notice to the other parties.

10. Appeal Panel

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

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

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

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

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

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

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

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

Memorandum of Agreement

Between

Deer Lodge Centre Inc.

And

The Public Service Alliance of Canada

Regarding

Hours of Work for Part-time Employees

Employees holding a part-time position in one Department/Unit are able to bid on a posted part-time position in another Department/Unit. Their application shall receive every consideration provided that:

1. the two positions, when combined, shall not result in the employee being scheduled to work an average of more than ten (10) days in a pay period;
2. the two positions, when combined, shall not result in the employee being scheduled to work more than twelve (12) days in succession (spread over two pay periods); and,
3. the two positions, when combined, shall not result in an entitlement to overtime with respect to the regularly scheduled shifts.

It is understood that an employee holding more than one part-time position shall have an average of at least four scheduled days off per pay period however such days off may be single or consecutive. No Department/Unit shall be under any obligation to alter the E.F.T. or shift schedule of a position to allow an employee to fit within the terms of this Memorandum.

The terms of this Memorandum shall be in effect for all postings closing on or after November 1, 2000. Employees who, prior to November 1, 2000, hold (or have been awarded) more than one part-time position and whose schedules are not in compliance with the terms of this Memorandum shall be grandfathered (i.e. they shall be permitted to maintain their current arrangement only so long as they hold the exact positions they are now in – no non-compliant schedules shall be permitted should they change positions).

Should an employee who is grandfathered under this Memorandum experience significant absenteeism, the Centre reserves the right to direct the employee to reduce his/her work time so that it then complies with the terms of this Memorandum.

An employee who holds two permanent part-time positions which, when combined, total full-time hours shall be considered a full-time employee.

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

Letter of Understanding

Between

Deer Lodge Centre Inc.

And

The Public Service Alliance of Canada

Regarding

Modified Hours of Work (Flex Time)

The parties agree to establish a joint committee to review, discuss and, where deemed appropriate, recommend implementation of modified hours of work (flex time) for employees in departments not now covered by such a provision. All discussions with respect to an individual department shall involve the director/manager/supervisor and an employee representative.

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

Letter of Understanding

Between

Deer Lodge Centre Inc.

And

The Public Service Alliance of Canada

Regarding

EXPANDED STAFF MOBILITY

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

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

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

Letter of Understanding

Between

Deer Lodge Centre Inc.

And

The Public Service Alliance of Canada

Regarding

INDIVIDUAL CLASSIFICATION REVIEW

The parties recognize the importance of wage standardization for classifications performing the same duties. In order to ensure wage standardization is not affected by individual classification reviews initiated by employees in accordance with Article 41:06, the parties agree to the following:

Where reclassification results in the creation of a new salary scale due to a substantial change in job content, this shall not affect standardized rates of pay as established by the Wage Standardization Committee at that point in time.

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

Letter of Understanding

Between

Deer Lodge Centre Inc.

And

The Public Service Alliance of Canada

Regarding

REPRESENTATIONAL ABORIGINAL WORKFORCE

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

- a) Identify provisions in the collective agreement that may be discouraging the recruitment and retention of Aboriginal workers in health care;
- b) Develop strategic initiatives and programs that:
 - Foster mutual respect, trust, fairness, open communication and understanding;
 - Focus on recruiting, training and career development of Aboriginal workers;
 - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce;
 - Facilitate constructive race and cultural relations;
- c) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce.
- d) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.
- e) The union assumes no responsibility for costs associated with this initiative.

Signed this _____ day of _____, 200__.

On behalf of the Alliance

On behalf of the W.R.H.A. (Deer Lodge Centre Site)

Letter of Understanding

Between

Deer Lodge Centre Inc.

And

The Public Service Alliance of Canada

Regarding

Social Justice Fund

The Centre agrees to meet with P.S.A.C. on a without prejudice basis to examine the desirability of the Centre participating in the funding of the P.S.A.C.'s Social Justice Fund. This meeting will take place within (3) months of the signing of this collective agreement.

Signed this _____ day of _____, 200__.

On behalf of the Alliance



On behalf of the W.R.H.A. (Deer Lodge Centre Site)