
COLLECTIVE AGREEMENT

BETWEEN:

NOR-MAN REGIONAL HEALTH AUTHORITY INC.
[hereinafter called the Employer, party of the first part]

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 600
[hereinafter called the Union, party of the second
part]

FOR THE PERIOD

JUNE 01, 2004 TO MARCH 31, 2008

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ARTICLE 1: PREAMBLE

WHEREAS it is the desire of both parties to this agreement to maintain harmonious relations between the employer and the employees covered by this agreement, to recognize the mutual value of joint discussion and negotiation for all matters arising out of this collective agreement, to encourage efficiency of operation and to promote the morale, well-being and security of all the employees within the terms of this agreement, realizing that the first consideration is the welfare of the patients, residents and clients of the NOR-MAN Regional Health Authority.

AND WHEREAS it is the desire of both parties that these matters be drawn up in an agreement.

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

ARTICLE 2: MANAGEMENT RIGHTS

201 The Union recognizes the right of the Employer, unless otherwise provided in the Agreement, to exercise its functions of management under which it shall have, among others, the right to maintain efficiency and quality of work; the right to direct the work of its employees, the right to hire, classify, assign to work positions and promote; the right to determine job content and the number of employees in a department; the right to demote, discipline, suspend, lay-off and discharge for just cause, the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

ARTICLE 3: NO DISCRIMINATION & HARASSMENT

301 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free from discrimination and harassment and complies with the Manitoba Human Rights Code.

302 It is agreed that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, sex, or marital status, sexual orientation, place of residence, physical or mental disability, nor by reason of his/her membership or non-membership or activity in the Union except as allowed under the Manitoba Human Rights Code.

303 The definition of harassment shall consist of the definition contained in the Manitoba Human Rights Code. Any discriminatory behaviour at or related to the workplace which denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing or humiliating work environment is considered to be personal harassment and will not be tolerated.

304 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that the parties will work jointly in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by the Employer and the Union. An employee lodging a complaint and any person providing information pursuant to the complaint shall be protected from any form of retaliation by either Co-Workers, the Union, Management Representatives and the Employer.

ARTICLE 4: RECOGNITION

- 401** The Employer recognizes the Service Employees International Union and its Local 600 as the exclusive bargaining agent for all other employees providing facility support not included in the nurses or technical/professional paramedical units, employed by the NOR-MAN Regional Health Authority in the Province of Manitoba, save and except those excluded by the Act, covered in the Manitoba Labour Board Certificate Number MLB 5437 and/or classified and covered by this Agreement.
- 402** No employee shall be required or permitted to make a separate written or verbal agreement with the Employer which may conflict with the terms of this Agreement.
- 403** The Employer agrees that all members of the Local Union shall have the right, at any time, to assistance from representatives of the Service Employees International Union (including representatives of the Union who are not employees of the Employer) when negotiating matters concerning the Collective Agreement.

ARTICLE 5: DEFINITIONS

- 501** "Employee" shall mean a person employed by the Employer and covered by this Agreement.
- 502** A "full-time" employee shall mean a person who regularly works the full prescribed hours of work in Article 1401.
- 503** A "part-time" employee shall mean a person covered by this Agreement who on a scheduled basis works less than the prescribed hours specified in Article 1401.
- 504** The words "casual employee" shall mean a person who replaces an absent employee or is called in to supplement staff coverage subject to Article 33 (part-time employees). The terms of this Agreement shall not apply to such casual employees except:
- a) Casual employees shall receive vacation pay bi-weekly at the rate of six per cent (6%) of the regular hours of work in a bi-weekly period.
 - b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
 - c) Casual employees shall be entitled to shift premium outlined in Articles 1601 & 1603.
 - d) Casual employees required to work by the Employer on a paid General Holiday referred to in Article 1801 shall be paid one and one-half (1.5) times her regular rate of pay. The provisions of the Manitoba Labour Employment Standards will apply to casual employees for all paid General Holidays referred to in Article 1801.
 - e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 15.
 - f) The Employer agrees to deduct Union dues in accordance with Article 6 in an amount specified by the Union in any pay period for which the casual employee receives any payment.
 - g) In the event that no wages are paid during the month, the Employer shall have no

responsibility to deduct and submit dues for that period.

- h) A casual employee reporting for work as offered by the Employer and finding no work available shall be guaranteed to three (3) hours pay at her basic rate of pay.
- i) Effective August 28, 1999, casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where a vacancy is not awarded to a permanent employee in accordance with Article 1302, the position shall be awarded to the most senior casual applicant within the site, subject to the employee having the ability to perform the work, the required qualifications and a good employment record. When a casual employee obtains a term or permanent position, said casual employee will have the casual seniority hours brought forward to the term or permanent position for future vacancy selection purposes only.
- j) Articles 9, 10 and 11 herein apply only with respect to the terms of this Article. When a casual employee is removed from the casual list for the reason of non-availability, this Article will not apply. However, where a casual employee is removed from the casual list for the reason of non-availability, the Employer will forward notice to the Union, and all supporting documentation as requested by the Union.
- k) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- l) Casual employees will be awarded shifts based on Article 3406 and in accordance with the Memorandum of Understanding #17 Scheduling Guidelines.
- m) Hours of work available to casual employees within the assigned department will be offered on a casual seniority basis to those employees available for work. The Employer and the Union agree that this Article shall not prevent the Employer from offering a maximum of two (2) shifts to a casual employee per calendar month, only when the Employer has identified that an employee requires the shift(s) to retain skills within the assigned department. It is further understood that this shall be an exception to the rule, therefore where the Union advised the Employer that such shifts have been offered to an individual employee on a more frequent basis than is deemed acceptable, the parties shall meet to negotiate a mutually agreed upon resolve.

505 The term "temporary employee" shall mean an employee who is employed for a specified period or until completion of a particular project to a maximum of one (1) year, unless mutually agreed otherwise and who shall have seniority rights as set out in Article 1308 upon completion of that time period or project.

506 This Agreement is gender neutral and where required, the singular shall be construed to include the plural.

507 The term "site" shall mean the facility(ies) or group of facilities within the Regional Health Authority in which the position occupied is located, as listed below:

Flin Flon Site Flin Flon General Hospital, Northern Lights Manor, Flin Flon Personal Care Home, and all other facilities within the City of Flin Flon.

Snow Lake Site Snow Lake Medical Nursing Unit, and all other facilities within the Town of Snow Lake.

ARTICLE 6: UNION SECURITY & DUES CHECK-OFF

- 601** The Employer agrees to deduct the amount of monthly dues as determined by the Union on a monthly basis from the salaries of each and every employee covered by this Agreement.
- 602** Such dues shall be forwarded to the Secretary-Treasurer of the Union, not later than the fifteenth (15th) day of the following month, with a list identifying both new employees and current employees from whom deduction have been made.
- 603** The Union shall notify the Employer in writing of any changes in the dues structure of the Local two (2) months in advance of the effective date of same. Discussions will be held with the Employer prior to such notice of change to monitor compatibility with the Employer's payroll system.
- 604** In consideration of the foregoing Articles, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 605** At the same time that the Income Tax T4 slips are made available for each taxation year, the Employer shall provide the amount of Union dues deducted from each Union member in the previous year.
- 606** Persons whose jobs are not classified within the Bargaining Unit shall not work on jobs on a regular and recurring basis which have been determined as being within the Bargaining Unit, except where it has been mutually agreed upon by both parties or in the case of training or emergency.
- 607** A Representative of the Union shall during the general orientation process be granted not more than thirty (30) minutes to familiarize new employees with the Collective Agreement, provide the employee with a copy of the Collective Agreement and other pertinent information.

ARTICLE 7: LABOUR MANAGEMENT COMMITTEE

- 701** The parties hereto agree to a Joint Committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Regional Health Authority.
- 702** The Committee shall be composed of equal representation from the Employer and the Local Union with a total Committee representation not to exceed six (6) members each.
- 703** The Committee shall meet as and when required upon five (5) working days written notice being given by either party with a proposed agenda.
- 704** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any discussions or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 8: UNION REPRESENTATION

- 801** The Local Union and the Employer will bargain locally unless both parties agree to participate in bargaining on a Central basis. In the event that the parties opt for Central bargaining, the Employer agrees to continue with the normal salary of the number of employees mutually agreed and elected to the Central Bargaining Committee.
- 802** When scheduled to meet with the Employer to conduct local negotiations, Union Representatives will be granted necessary time off with basic pay, subject to a maximum cost to the Employer of maintaining salaries of six (6) employees so engaged.
- 803** Permission shall be granted by the Employer to Representatives of the Local Union to leave their employment temporarily in order to carry out grievances or arbitrations with the Employer and they shall suffer no loss of pay for time so spent, subject to a maximum cost to the Employer of maintaining salaries of two (2) employees so engaged. Additional employees may be utilized by the Union at the Union's expense.
- 804** The Employer shall recognize the Local Union and its appointed Stewards. The Union and the Employer agree to exchange a current list of their respective Officers, appointed Stewards and authorized representatives.
- 805** Employees identified by the Union for committee representation per Articles 801 or 802 shall be granted such time subject to the staffing requirements of the employee's respective department. It is understood and agreed that a minimum of one (1) employee per department shall be available to the Union for such committee representation as described in Article 801, 802, or 803, unless otherwise mutually agreed.
- 806** It is agreed that representatives of the Union who are not employees of the Employer shall be given access to the Employer's premises, at a time and location mutually agreed upon, for the purposes of investigating and assisting in matters arising out of the Collective Agreement. It is agreed that reasonable arrangements will be made to minimize the disruption to operations.
- 807** The Employer and the Union agree to the cost sharing (on a 50% / 50% basis) of the printing of Collective Agreements.
- 808** Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of an employee unless prior approval has been received from the Employer.

ARTICLE 9: GRIEVANCE PROCEDURE

- 901** A grievance shall be defined as any difference or dispute between the Employer, the Union or any employee(s) covered by this Agreement, as to the interpretation, application, administration or alleged violation of this Agreement.
- 902** An effort shall be made to settle grievances fairly and equitably in the following manner:

First (1st) Step-Discussion: The parties agree that grievances should be resolved as quickly as possible. It is jointly understood therefore that before a grievance is submitted at the Second (2nd) Step, the parties may attempt to resolve the dispute through discussion.

Second (2nd) Step-Grievance to Immediate Supervisor/Designate: Employees, through the Union, or the Union itself, may thereafter refer in writing any such grievance to the immediate Supervisor/designate concerned within twenty-one (21) calendar days of the occurrence of an event giving rise to a grievance. In the event of a grievance originating while the employee is on an approved leave of absence from work such grievance must be lodged within fourteen (14) calendar days of return. The Union Representative may be accompanied by the aggrieved if the latter so wishes. The immediate Supervisor/designate shall give written decision within seven (7) calendar days.

Third (3rd) Step-Grievance to Senior Human Resources Director: Failing satisfactory resolution to the grievance at the Second (2nd) Step, the Union Representative shall refer the matter to the Senior Human Resources Director, in writing, within seven (7) calendar days of having received the decision of the immediate Supervisor/designate. The Senior Human Resources Director shall discuss the grievance with the Union Representative within fourteen (14) calendar days of receipt of the grievance and shall render a written decision within seven (7) calendar days of the discussion.

Fourth (4th) Step-Referral to Arbitration: Failing a satisfactory resolution being reached at the Third (3rd) Step, either party may within twenty-one (21) calendar days of receipt of the written response refer the dispute to Arbitration.

- 903** A grievance concerning general application or interpretation of the Agreement or which affects a group of employees in one (1) or more department(s) may be submitted directly to the Senior Human Resources Director.
- 904** Time limits specified in the grievance procedure may be extended or expedited by mutual written consent of the parties.
- 905** Alternate Dispute Resolution – The Union and Employer may agree to grievance mediation or any other dispute resolution mechanism with a view to resolving the dispute.

ARTICLE 10: ARBITRATION

- 1001** When either party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail or hand delivered, addressed to the other party of the agreement indicating the name of its nominee on an Arbitration Board. Within fourteen (14) calendar days thereafter, the other party shall answer by registered mail or hand delivered, indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then meet to select an impartial Chairperson. A single Arbitrator may, by mutual agreement between the Employer and the Union, be appointed in lieu of an Arbitration Board.
- 1002** If the party receiving the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within fourteen (14) calendar days of their appointment, the appointment shall be made by the Minister of Labour of Manitoba upon the request of either party.
- 1003** The Board or the single Arbitrator, shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within a reasonable period of time from the date of the Arbitration hearing.

- 1004** The decisions of the single Arbitrator or Chairperson of the Arbitration Board shall be final and binding on both parties. The Arbitrator or the Board of Arbitration shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board or the single Arbitrator shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 1005** Should either party disagree with the meaning of the Board or single Arbitrator's decision then it shall, within twenty-one (21) calendar days, apply to the Chairperson of the Board of Arbitration to clarify the decision.
- 1006** Each party shall pay:
- a) The fees and expenses of the nominee it appoints;
 - b) One- half (.5) of the fees and expenses of the Chairperson or single Arbitrator.
- 1007** The time limits fixed in the Arbitration procedure may be extended by the written consent of the parties.
- 1008** At any stage of the grievance or Arbitration procedure, either party may have the assistance of any employee(s) concerned as witnesses and any other witnesses. The party calling such employee(s) as witnesses at Arbitration hearings will be responsible for any wages or costs for same.
- 1009** The Arbitrator or Chairperson of the Arbitration Board shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigations as he deems essential to a full understanding and determination of the issues involved.
- 1010** Arbitrations shall be heard within the NOR-MAN Region unless otherwise agreed by both parties.

ARTICLE 11: DISCHARGE & SUSPENSION

- 1101** An employee may be disciplined, suspended or discharged for just cause only. Such employee shall be advised promptly in writing of the reason(s) which warrant written warning, suspension or discharge.
- 1102** An employee considered by the Union to be wrongfully discharged or suspended or warned in writing shall be entitled to submit a grievance as outlined under Article 9, Grievance Procedure.
- 1103** An employee requested to meet with the Employer with respect to discipline shall be informed of the nature of the discussion prior to the meeting and shall be advised of the right to be represented by the Union.
- 1104** The Employer shall provide the employee with a copy of any written warning or adverse report. Any reply by the employee shall become part of her record.

ARTICLE 12: SENIORITY

1201 Effective April 1, 1999, there shall be one (1) seniority list established for the entire Bargaining Unit. Effective April 1, 1999, seniority shall be based on the total accumulated regular hours of work.

1202 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on paid hours including any period of:

- a) Paid leave of absence;
- b) Paid income protection;
- c) Unpaid leave of absences up to four (4) weeks. (In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave).
- d) Worker's Compensation up to one (1) year in that appropriate time period

1203 Seniority will continue to accrue if an employee:

- a) Is on any period of paid leave of absence;
- b) Is on any period of paid income protection;
- c) Is on any period of paid vacation;
- d) Is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- e) Is on any period of approved unpaid leave of absence for Union purposes;
- f) Effective October 4, 1999 date of ratification: is on any period of Worker's Compensation benefits, including permanent disability benefits established by Workers' Compensation.
- g) Is on maternity/parenting/adoption leave;
- h) Is on education leave to a maximum of two (2) calendar years.

1204 Seniority will be retained but will not accrue if an employee:

- a) Is on unpaid leave of absence in excess of four (4) consecutive weeks;
- b) Is laid off for less than twenty-four (24) months;
- c) Is on the trial period of any out-of-scope position.

1205 Seniority and the employment relationship will terminate if an employee:

- a) Resigns;
- b) Is discharged for just cause and not reinstated under the grievance or Arbitration procedure;

- c) Is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate, or other extenuating circumstances;
- d) Is laid off more than twenty-four (24) months;
- e) Fails to report for work as scheduled at the end of a leave of absence or suspension, without an acceptable explanation.
- f) is promoted or transferred out of the Bargaining Unit and has completed the trial period in the new position

1206 A newly hired full-time employee will be on probation for a period of three (3) months from the date of his/her hiring. A newly hired part-time employee will be on probation from the date of hire for four (4) calendar months. This Article shall apply to all casual employees obtaining a part-time, full-time, or term position. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of general unsuitability. The Local Union office shall be notified in writing of discharge within seven (7) calendar days.

1207 The Employer agrees to post an up-to-date seniority list with the first (1st) list each calendar year being posted by March 1st. The second (2nd) list will be posted by September 1st. The third (3rd) list will be posted by December 1st. All such lists shall be consistent throughout the region. These lists will be forwarded to the Local Union office.

ARTICLE 13: PROMOTION & STAFF CHANGES

1301 All vacancies or newly created positions which fall within the scope of this Agreement shall be posted by the Employer for a period of seven (7) calendar days.

1302 Notice of job vacancies including newly created positions shall contain the nature of the position, required qualifications, current or anticipated shift and salary range. Seniority shall be the determining factor in matters of filling of job vacancies, including promotion, demotion, transfer, lay-off, reduction of hours and recall, subject to the employee having the ability to perform the work, the required qualifications and a good employment record. Once awarded the position, the employee's current increment level will correspond with that of the new position.

The parties agree that current seniority data shall be relied upon relative to vacancy selection as set out below:

- a) Permanent employees and term employees from the site where the vacancy occurs;
- b) Casual employees from the site where the vacancy occurs;
- c) Permanent employees and term employees from other sites within the region;
- d) Casual employees from other sites within the region;
- e) If there is no successful applicant from within the Union, the Employer will recruit from outside the Bargaining Unit.

1303 Where a new position or vacancy has been filled from within the Bargaining Unit, the successful applicant shall be placed on trial for three (3) consecutive months. Conditional upon satisfactory performance, the employee shall be declared permanent after the trial period.

In the event that the applicant proves to be unsatisfactory in the new position, or if the employee wishes to revert voluntarily to her former position:

- i) The employee shall be returned to the former permanent position and status without loss of seniority.
- ii) The incumbent in that position as well as any other affected position(s) shall also be returned to their former permanent positions and status.
- iii) Should an employee return to her former permanent position, one of the remaining applicants to the original postings will be awarded the position in accordance with Article 1302.

1304 When an employee requests to voluntarily return to her former position, the effective date of such change will be at the discretion of the Employer, however, the effective date of change will be within six (6) weeks unless due to operational requirements an extension is agreed to by the Union and the Employer.

1305 Within seven (7) calendar days of the date of appointment to a vacant or new position, the name of the successful applicant, along with the date of hire and classification shall be submitted in writing to the Local Union and unsuccessful applicants shall be advised in writing accordingly.

1306 An employee, who through advancing years or disablement is unable to perform her required duties, may upon mutual agreement between the Employer and the Union, be given preference for transfer to any suitable job which is open and which required the performance of lighter work for which they are qualified. The employee's rate of pay shall be determined by references to Articles 2304, 2305 and 2306.

If the employee is not successful during the trial period:

- a) The employee may apply for a leave of absence as per Article 22; or
- b) The employee will be returned to leave of absence status and the original date of leave will remain in effect.

1307 *Reasonable Accommodation*

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

The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity of the employee. Reasonable Accommodation is the shared responsibility of the employee(s), the Employer and the Union.

Where a need has been identified, the parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful and reasonable to the point of undue hardship. Where

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

When an accommodation is being implemented, the Employer and the Union agree to provide an orientation to affected employees concerning the principles of Reasonable Accommodation and the nature of the accommodation being implemented.

In the event the accommodation results in the employee being moved to a higher classified position, her new salary shall be determined in accordance with Article 2404. In the event the accommodation results in the employee being moved to a lower classified position, her salary shall be determined in accordance with Article 2405.

1308 Term positions of greater than three (3) calendar months duration shall be posted and awarded in accordance with Article 1302. Term positions of less than three (3) calendar months shall be offered as additional shifts pursuant to Article 3304.

An employee occupying a term position may be required to complete the term position before being eligible to apply for other term positions. This shall not apply where the term position currently held is of an indefinite nature (i.e. the end date is unknown) and the employee is bidding on a definite term position.

A full-time or part-time employee awarded a term position will be returned to her former permanent position upon completion of the term position. A casual employee will be returned to casual status without loss of seniority and a temporary employee hired from outside the Bargaining Unit into a term position will be terminated upon completion of the term position.

1309 a) Where a term position is to be of an indefinite length due to illness or injury, the position shall be posted as such. An employee returning from such leave will give the Employer as much notice as possible of her date of return. The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides to the Employer.

b) In case an employee on maternity or parental leave wants to exercise her/his right to return from such leave earlier than anticipated, having given appropriate notice as per Article 2211, the Employer shall state on the job posting that the said term position is a "maternity or parental leave of absence term" which may expire sooner than indicated, subject to minimum notice to two (2) weeks or one (1) pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

1310 The Regional Health Authority recognizes the need for orientation processes as deemed appropriate by the Employer.

1311 A copy of all job postings shall be forwarded to the Local Union as well as the name of the successful applicant.

1312 All vacancies must be posted within fifteen (15) working days unless the Employer has determined not to fill the position or the position is under review. If the position is not being posted, the Employer shall advise the Union in writing, indicating why the position is not being posted.

1313 Whenever possible, an employee appointed to a vacant or new position shall commence the job within four (4) weeks after the date of notification provided in accordance with Article 1305.

- 1314 When the Employer finds it necessary to fill a vacancy with an applicant that does not meet all of the requirements of the position, the Letter of Offer shall reflect the conditions and timelines upon which the employee has to obtain said requirement(s).
- 1315 Employees who have been utilized by the Employer to work in a classification in which the employee meets the qualifications but has not been orientated or trained in that classification, will be provided with additional training as required to be considered eligible for additional available shifts in that classification.
- 1316 When the Employer finds it necessary to replace employees due to illness or otherwise during the current posted schedule the procedure will follow Article 3406 and the Memorandum of Understanding #17 Scheduling Guidelines.
- 1317 Part-time employees who have indicated in writing that they wish to work additional shifts shall utilize the Availability Form and such shifts shall be awarded following the Scheduling Guidelines and in accordance with Article 3406 and the Memorandum of Understanding #17 Scheduling Guidelines.

ARTICLE 14: HOURS OF WORK

- 1401 Normal full-time hours of work shall be seventy-seven and one-half (77.5) hours in each bi-weekly period to coincide with regular payroll periods commencing on April 7, 2002 and divided into shifts of seven and three-quarters (7.75) consecutive hours (exclusive of a specified meal period) as provided for in Article 1404.
- 1402 The meal period will be scheduled by the Employer and will be one-half (.5) hour in duration. Where it is operationally determined by the Employer that an employee cannot leave the facility during their meal period, then the employee shall be paid for the whole meal period at overtime rates.
- 1403 When an employee's shift exceeds three (3) hours, she shall be entitled to a paid rest period of fifteen (15) minutes during that time worked.
- 1404 A shift consists of seven and three-quarters (7.75) consecutive hours inclusive of rest periods and exclusive of meal periods. This Article shall not, however, prevent trial and implementation of changes in shift lengths and corresponding shift schedules, if mutually agreed between the Union acting on behalf of the employees whose shifts will be affected, and the Employer. Any such agreements shall take the form of an addendum attached to and forming part of this Agreement.
- 1405 Shift schedules for each department shall be determined by the Employer, and unless otherwise mutually agreed between the Employer and the employee, observe the conditions listed hereinafter:
- a) A minimum of two (2) consecutive shifts off between shifts;
 - b) A minimum of two (2) consecutive days off at one (1) time wherever possible;
 - c) An average of eight (8) days off within two (2) bi-weekly periods;
 - d) As great a number of weekends off as is reasonably possible with a minimum of every third (3rd) weekend off;

- e) A maximum of eight (8) consecutive days of work between days off and less if reasonably possible;
- f) Shift schedules for each two (2) week period shall be posted a minimum of two (2) weeks in advance of the commencement of the schedule.

1406 The shift commencing at or about midnight shall be considered as the first (1st) shift of each working day.

1407 Any request for an exchange of shift between full-time and part-time employees must contain the written approval of all affected employees and if approved by the Employer, shall not result in additional costs to the Employer. Any such shift exchanges will be of equal length.

1408 Unless otherwise mutually agreed between the Employer and the employee, shift schedules shall not be changed without the knowledge of the employee. Except as listed below, where seven (7) calendar days of such notice is not given to the employee, she shall receive payment at one and one-half (1.5) times her basic rate for all such work performed.

The posted shift schedule shall only be altered or changed by mutual agreement for operational requirements (i.e., When a scheduled employee is absent with little or no notice or in cases of termination without notice). In such cases, the above seven (7) day notice shall not apply.

1409 In the event that the Employer finds it necessary to reduce the hours of work of one (1) or more employees, such employee(s) shall be given not less than four (4) weeks notice.

1410 The Employer shall reduce such hours on the basis of seniority, subject to the employee having the ability to perform the work and the required qualifications, and subject to the Employer's determination of staffing requirements.

1411 Where the Employer determines that because of a lack of patients/residents/clients, it does not have sufficient work for the existing staff complement scheduled, the Employer shall be required to pay scheduled employees a minimum of four (4) hours pay at their basic rate subject to the following conditions:

- a) This provision will not constitute a lay-off and will not be utilized in the provisions of Article 24.
- b) The Employer will implement this provision by affecting the junior employee in the department and classification before those with greater seniority on the affected shift.
- c) In no event will the Employer invoke this provision more than three (3) consecutive calendar days.
- d) Where any employee works any portion of their scheduled shift, they shall receive pay for the entire shift.

ARTICLE 15: OVERTIME

- 1501** All hours worked in excess of those defined as either the daily normal full-time hours of work or the bi-weekly normal full-time hours of work (as stated in Article 1401 and 1404) shall be defined as overtime and paid at the rate of one and one-half (1.5) times the regular rate of pay. Such time requires authorization from the Employer.
- 1502** An employee shall be paid at the rate of one and one-half (1.5) times her basic salary for the first three (3) consecutive hours of overtime and at the rate of two (2) times her basic salary for the fourth (4th) and subsequent hours of overtime. An employee working two (2) consecutive shifts will be paid at double (2X) time for the second (2nd) shift.
- 1503** Part-time employees shall be entitled to overtime rates when required to work in excess of the hours of work as specified in Article 1501 above.
- 1504** A full-time employee called upon to report back to work outside her regular working hours shall be paid overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within three (3) hours prior to the commencement of her next scheduled shift the employee will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.
- 1505** An employee who is offered and accepts hours of work in excess of three (3) hours overtime immediately following a regular full-time shift shall be provided with a meal or paid an allowance of six dollars (\$6.00) by the Employer.
- 1506** An employee who is absent on paid time off during her scheduled work week shall, for the purpose of computing overtime pay, be considered as if the employee had worked during her regular hours during such absence.
- 1507** By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates.
- 1508** Overtime shall be offered to the most senior employee amongst the employees within the same occupational classification within the department on a voluntary basis, then in descending order of seniority. The parties agree that such overtime hours shall not exceed twenty-four (24) hours per pay period. Only in cases of emergency may an employee be required to work overtime, as provided for under Division 3, Section 19 of the Employment Standards Act.
- 1509** An employee called into work while on vacation shall be paid at overtime rates as provided in Article 1502 and shall be paid vacation pay as scheduled.

ARTICLE 16: SHIFT PREMIUM

- 1601** An employee required to work the majority of her hours on any shift between 1600 hours and 2400 hours, shall be paid an evening premium of one dollar (\$1.00) per hour for that shift. The above allowance shall be applicable from 1600 hours to the termination of the day shift on a twelve (12) hour shift during which at least two (2) hours are worked between 1600 hours and the termination of the 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.

Shift premiums shall not be payable while an employee is:

- (a) On standby;
- (b) Receiving call-back pay;
- (c) Receiving overtime pay.

1602 Employees working night or evening shifts on a permanent basis will receive shift differential while on paid vacation.

1603 A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours 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 17: ON CALL

1701 "Call Status" shall mean any period when an employee is advised by the Employer that she must be immediately available by telephone contact to report to work without undue delay.

A "call-back" is a requirement by the Employer for an employee previously placed on call status to return to work.

1702 An employee placed on "Call Status" shall be paid a premium equal to one (1) hour regular salary for each eight (8) hour period on call.

1703 An employee who is assigned on call and returns to work on a "call-back" shall be paid the Regional Health Authority rate per kilometre for use of her own vehicle (minimum \$4.00 and maximum \$8.00) or taxi fare to and from the work site (maximum \$8.00, supported by receipt). The above provision will not apply to employees who use Regional Health Authority vehicles for "on call" purposes.

1704 An employee shall be paid in accordance with Article 1504 for each call-back. It is understood that the employee shall be allowed to leave her employment immediately after she has completed the work for which she was called and shall not be required to assume further duties unless an emergency occurs while she is in the facility on call-back. In this event, she will attend to the next emergency and not charge for an additional call-back. A call-back received on a General Holiday will be paid at two and one-half (2.5) times regular pay.

1705 The premium in 1702 shall not be paid while the employee is paid in accordance with Articles 1502 or 1504.

ARTICLE 18: GENERAL HOLIDAYS

1801 For the purpose of this Agreement the following shall be considered paid General Holidays; subject to

additional legislated holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

- 1802** A full-time or part-time employee who is scheduled to work on a paid General Holiday referred to in Article 1801 shall be paid one and one-half (1.5) times her regular rate of pay. In addition, a full-time employee shall receive equal time off at her regular rate of pay within thirty (30) days immediately following the holiday on a day mutually agreed to between the Employer and the employee, subject to Article 1808. If compensatory time off is impractical to schedule the employee shall receive two and one-half (2.5) times her regular rate of pay for all hours worked.
- 1803** Full-time employees who work on a paid General Holiday, when the employee was not scheduled to work, shall be paid at the rate of two (2) times their regular rate of pay for the work performed, and in addition, the full-time employee shall receive a day off without loss of regular pay at a time mutually agreed to between the Employer and the employee.
- Part-time employees required to work on a paid General Holiday, for which they are not scheduled to work, shall be paid at the rate of two (2) times their regular rate of pay for all hours worked. Upon an employee lodging a complaint with the Union, the Union may request, and the Employer shall provide, a detailed call-in log pertaining to the disputed shift for which the employee was called to work on a paid General Holiday and for which they were not scheduled to work. The call-in log referred to herein shall contain the following information: date, shift, department, names of employee(s) called, time called, status of employee(s), and response of each employee.
- 1804** Where a paid holiday falls on an employee's day off, or during the employee's annual vacation, such employee shall receive a day off in lieu thereof or an extra day's pay at straight time rates if mutually agreed upon between the employee and the Employer.
- 1805** If an employee is offered and accepts overtime hours of work on an employee's day off, such overtime hours shall be paid at two and one-half (2.5) times her regular rate of pay.
- 1806** If an employee is offered and accepts such work in excess of the daily normal full-time hours of work (7.75 hours) on the day of the paid General Holiday, such overtime hours shall be paid at two and one-quarter (2.25) times her regular rate of pay.
- 1807** If a General Holiday falls on a day on which an employee is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits.
- 1808** A part-time employee shall be remunerated in accordance with Article 3306.
- 1809** Full-time employees who work on a paid General Holiday shall be allowed to bank up to four (4) alternative days off in lieu of General Holidays, for the employees' future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule by March 31st, of any year, the employee shall receive her regular rate of pay for all days banked.
- 1810** Where operational requirements permit, the Employer agrees to assign time off as equitably as possible over Christmas and New Year's Day endeavouring to grant as many consecutive days off as possible

over either Christmas Day or New Year's Day. As much as reasonably possible, Christmas Eve and Boxing Day will be assigned together and New Year's Eve will be assigned with New Year's Day.

ARTICLE 19: VACATION

- 1901** In calculating an employee's vacation entitlement, the period to be used each year shall be from the previous May 1st to April 30th, for each full year of service at April 30th.
- 1902** An employee shall earn an annual vacation with pay in accordance with her years of employment as follows:
- Fifteen (15) working days per year commencing in the first (1st) year of employment;
 - Twenty (20) working days per year commencing in the fourth (4th) year of employment;
 - Twenty-five (25) working days per year commencing in the eighth (8th) year of employment;
 - Thirty (30) working days per year commencing in the eighteenth (18th) year of employment.
- 1903** For those employees who have completed less than twelve (12) months of continuous service at April 30th, vacation entitlement shall be proportionate to the number of months of accumulated service completed at that date.
- 1904** On termination, an employee shall receive the balance of her annual vacation entitlement up to the previous April 30th, plus a percentage of regular salary from that date to termination based on the following schedule:
- Those entitled to:
 - Fifteen (15) working days - six per cent (6%)
 - Twenty (20) working days – eight per cent (8%)
 - Twenty-five (25) working days – ten per cent (10%)
 - Thirty (30) working days – twelve per cent (12%)
- 1905** Unless otherwise mutually agreed between the Employer and the employee, the Employer will provide for vacation days to be taken on a consecutive basis recognizing that five (5) vacation days equals one (1) calendar week. The dates used to calculate vacation earned shall be from May 1st to April 30th in the following vacation year. Vacation earned in any vacation year is to be taken in the following vacation year unless otherwise mutually agreed between the employee and the Employer.
- 1906** Employees shall not be paid for any vacation granted in excess of their actual earned vacation.
- 1907** In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested. Any period of vacation displaced shall be rescheduled at a time mutually agreed upon between the employee and the Employer within the available time period remaining in that vacation year. The rescheduled vacation will not be allowed to disrupt approved vacation of less senior employees.
- 1908** Employees will indicate their preference for all entitled vacation by April 1st. The Employer will post the vacation schedule not later than May 1st having given due consideration to employee preference and individual circumstances, including seniority. Such vacation may be changed due to extenuating circumstances of the employee(s) and based on operational requirements, and upon mutual agreement between the employee and the Employer. Where there is mutual agreement, such vacation shall be

immediately rescheduled with the Employer during the time period(s) available in the current vacation year.

Failure to indicate choice of vacation dates in accordance with the above, shall result in vacation being scheduled by the Employer in consultation with the employee. Vacation may be paid out only in extenuating circumstances.

- 1909** An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. If an employee chooses to break up her vacation credits, only the initial requests will be allowed on a seniority basis. Further requests made later in the year will not be allowed to disrupt approved vacation of less senior employees.
- 1910** Two (2) additional paid days travel time shall be granted an employee each year, pro-rated on regular hours worked for part-time employees.
- 1911** The Employer will consider requests for vacation pay advances on an individual basis.
- 1912** An additional five (5) days vacation shall be granted to an employee in the calendar year of her 20th anniversary and in each subsequent 5th anniversary year. [The additional five (5) days vacation will commence accumulation in the 1999/2000 vacation year and will be taken in the 2000/2001 vacation year].

ARTICLE 20: NORTHERN LEAVE

An additional five (5) days paid Northern Leave shall be granted to a full-time or part-time employee during the vacation year. This amount will be pro-rated on regular hours worked for part-time employees. Northern Leave requests may be submitted beginning May 1st in respect to those credits accrued in the prior year. Where such requests cannot be granted (in whole or in part), the employee shall re-submit a further request. The allocation of vacations with pay under the provisions of Article 19 shall have priority over the allocation of Northern Leave.

ARTICLE 21: INCOME PROTECTION IN CASE OF ILLNESS

- 2101** An employee having accumulated an entitlement to income protection may claim basic pay against accumulated benefits only with respect to periods during which:
- a) She was unable to work because of an incapacitation due to accident or illness;
 - b) Her presence constituted a health hazard for clients and/or other employees;
 - c) Time off for medical and dental examinations and/or treatment may be granted and such time off shall be chargeable against income protection benefits;
 - d) Subject to the provisions of Article 2103, an employee may use income protection for the purpose of providing care in the event of an illness of a spouse, child or parent;
 - e) Should it be necessary for an employee to attend medical-related appointments outside of the region by reason of non-availability of service in the region, the employee shall be allowed up to two (2) days off with pay, to be deducted from income protection accumulation.

2102 The parties agree to cooperate in the review of income protection utilization policies, as outlined in MOU re: Attendance Management & Assistance Policy.

2103 Income protection shall accumulate at the rate of one and one-quarter (1 ¼) days per month with no maximum. Part-time employees shall accumulate income protection on a pro-rata basis of regular hours worked.

For each one and one-quarter (1.25) days of income protection accumulated, one day* eighty per cent (80%) shall be reserved exclusively for the employee's personal use as outlined in Article 2101. The remaining one-quarter (.25) of a day* twenty per cent (20%) shall be reserved for either the employee's personal use as outlined in Article 2101 or for use in the event of family illness as specified in Article 2101 d). The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

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

2104 An employee shall accumulate but will not be entitled to be paid income protection benefits for any sickness occurring during the probationary period.

2105 An employee who is unable to report for work due to illness, shall inform the Supervisor of the department, in the case of a day shift, one (1) hour prior to the commencement of the next scheduled shift, and in the case of evening or night shift, three (3) hours prior to the commencement of the next scheduled shift.

2106 Where an employee has been provided necessary time off due to scheduled surgery and the surgery is subsequently cancelled, and further where the Employer has scheduled relief staffing for this anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence, provided twenty-four (24) hour notice is given to the employee scheduled to work the relief shifts, without additional cost to the Employer.

2107 The Employer agrees that unused income protection credits accumulated prior to the effective date of this Agreement shall be maintained.

2108 The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform her normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than three (3) days. Failure to provide such a certificate when requested, unless sufficient reason for such failure is provided, may disqualify an employee from receiving paid income protection benefits.

An employee who becomes injured or ill in the course of performing his/her duties must report such injury or illness as soon as possible to his/her immediate supervisor.

An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers' Compensation Board (WCB). Workers' Compensation payment will be paid directly to the employee by WCB.

An employee who becomes injured as a result of an accident compensable by Manitoba Public Insurance (MPI)/Saskatchewan Government Insurance (SGI) shall inform his/her supervisor prior to the commencement of his/her next scheduled shift, in accordance with established procedures.

Where an employee has applied for WCB/MPI/SGI benefits and where a loss of normal salary would result while awaiting WCB/MPI/SGI decision, the employee may elect to submit a written application to the Employer requesting an advance for periods exceeding two (2) days of lost wages subject to the following conditions:

- a) Advance payment(s) shall not exceed Eighty Percent (80%) the employee's basic salary (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
- b) The advance(s) will cover the period of time from the date of injury until the date the final WCB/MPI/SGI decision is received; however, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- c) The employee shall reimburse the Employer by assigning sufficient WCB/MPI/SGI payment to be paid directly to the Employer to offset the total amount of the advance.
- d) In the event the WCB/MPI/SGI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of the collective agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- e) In the event the payment advance is greater than the WCB/MPI/SGI payment the employee receives, the employee will be responsible for immediate reimbursement to the Employer.

Upon written request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

2109 Upon request, the Employer shall provide the employee in writing of the amount of her accrued income protection.

2110 Income Protection, Part-Time Employees: It is understood that income protection will only be paid in instances where the employee had been scheduled fourteen (14) calendar days in advance to work.

2111 Where a member of an employee's immediate family becomes ill, the Employer agrees to allow compassionate leave based on operational requirements, to such employee under the following circumstances:

- a) The leave shall be of such duration as to allow for care and comfort of the employee's ill relative;
- b) It is understood that a request for such a leave must be considered on an individual basis by the Department Manager;
- c) It is further understood that this leave is without pay;
- d) Members of the immediate family shall be defined as indicated in Article 2101 d).

ARTICLE 22: LEAVE OF ABSENCE

2201 Except as otherwise provided for in this Agreement, a leave of absence without pay may be granted to an employee at the discretion of the Employer.

2202 Except in extenuating circumstances, an employee applying for a leave of absence, must give two (2) weeks notice in writing to the Manager or in her absence to the Employer designate.

2203 Employees elected or appointed to do Union work shall be granted leave of absence without pay for such purpose, provided two (2) weeks notice in writing is given to allow the Employer to make arrangements to replace such employees at no extra cost to the Employer.

2204 Bereavement Leave

a) Upon request, an employee shall be allowed to take up to four (4) consecutive days off immediately following the death of an immediate member of the family, and shall receive pay at her basic rate for each scheduled day of work missed within those four (4) days. Where the funeral will be delayed, the bereavement leave will be delayed or postponed proportionately to the delay. Unless other arrangements have been agreed to between the Employer and the employee, such days may be taken only in the period which extends from the date of death up to and including the day following funeral proceedings.

Immediate family shall be considered as husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, sister or brother, grandparents, spouse's grandparents, sister and brother-in-law, son or daughter-in-law, grandchildren, stepmother or stepfather, stepchild and any relative permanently residing in the employee's household or with whom the employee resides.

- b) Bereavement Leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.
- c) An additional one (1) day bereavement leave with pay shall be granted in the case of the death of a spouse, son or daughter.
- d) If a death occurs during an employee's vacation, such vacation shall be extended by the number of paid bereavement days they are entitled to in accordance with 2204 a).
- e) Subject to operational requirements, every reasonable effort shall be made to grant necessary leave of absence without loss of pay of up to one (1) day to an employee to attend a funeral as a mourner or a pallbearer.
- f) The employee may also request vacation, General Holiday or unpaid Leave of Absence as required.

2205 When an employee is subpoenaed for jury duty or is subpoenaed as a court witness, she shall not suffer any loss of salary or wages while so serving. The amount paid by the Employer shall be the difference between the employee's normal salary and the indemnity paid by the court, excluding payment for traveling, meals or other expenses. Where an employee is subpoenaed for jury duty during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date.

2206 Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.

2207 Maternity/Parental Leave

An employee shall receive maternity leave of seventeen (17) weeks and parental leave of thirty-seven (37) weeks without pay, subject to the following conditions:

- a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- 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 less than four (4) weeks before the intended date of leave, indicating length of time required.
- c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on Maternity Leave.
- d) Where an employee takes parental leave in addition to maternity leave, the parental leave must commence immediately after the expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

2208 Parental Leave/Paternity

An employee shall receive parental leave of thirty-seven (37) weeks, subject to the following conditions:

- a) He becomes the natural father of a child and assumes actual care and custody of his child.
- b) He has completed six (6) months employment as of the date of the intended leave.
- c) He submits to the Employer an application in writing for parental leave at least four (4) weeks before commencement of such leave.
- d) Parental leave must commence no later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

2209 Parental/Adoption Leave

An employee shall receive parental leave without pay of up thirty-seven (37) weeks, subject to the following conditions:

- a) An employee must adopt a child under the laws of the province.
- b) The employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- c) An employee has completed six (6) months employment as of the date of the intended leave.
- d) Parental leave must commence no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

ARTICLE 2210 - PLAN A & PLAN B

Note: The following is subject to Human Resource Development Canada (HRDC) approval and shall be applicable to employees applying for Maternity Leave after the date of approval.

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

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

- a) Have completed nine (9) continuous months of employment with the Employer;
- b) Submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- c) Provide the Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.

An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:

- a) A period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in Article 2207.
- b) A period of twenty (20) weeks plus an additional period equal to the period between the estimated date of delivery and the actual date of delivery.
- c) The Employer may vary the length of Maternity Leave upon proper certification by the attending physician and recommendation by the Department Manager.
- d) An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated income protection credits against the Employment Insurance waiting period. A part-time employee may choose to receive income protection credits similar to full-time employees but pro-rated to reflect her paid regular hours of work within the previous fifty-two (52) weeks.
- e) Should the employee not return to work following her Maternity Leave for a period of employment sufficient to allow for reaccumulation of the number of income protection credits granted under d) above, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved income protection without pay granted during the period of return shall be counted as days worked.

PLAN B

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

- a) Have completed nine (9) continuous months of employment with the Employer.
- b) Submit to the Employer an application in writing for leave under Plan B at least four (4) weeks

before the day specified by her in the application as the day on which she intends to commence income protection.

- c) Provide the Employer with a certificate from a duly qualified Medical Practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- d) Provides the Employer with proof that she has applied for Employment Insurance benefits and that HRDC has agreed that the employee has qualified for and is entitled to benefits under the Employment Insurance Act.

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

- a) She will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work, except where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of full-time employment; and
- b) She will return to work on the date of the expiry of her Maternity Leave and where applicable, her parental leave, unless this date is modified by the Employer; and
- c) Should she fail to return to work as provided under a) and/or b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of Maternity Leave.

An employee who qualifies is entitled to a Maternity Leave consisting of:

- a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the medical certificate; or
- b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery (estimated on certificate) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- c) The Employer may vary the length of Maternity Leave upon proper certification by the attending physician and recommendation by the Department Manager.

During the period of Maternity Leave, an employee who qualifies is entitled to a Maternity Leave allowance with Plan B as follows:

- a) For the first two (2) weeks an employee shall receive ninety-three per cent (93%) of her weekly rate of pay;
- b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive ninety-three per cent (93%) of the weekly rate of pay;
- c) It is understood that the amount of the payment made by the Employer under item a) and item b) above shall not, when combined with the EI benefit and any other earnings received

by the employee, exceed ninety-three per cent (93%) of the employee's normal weekly earnings.

Plan B does not apply to part-time, temporary employees, or employees normally subject to seasonal lay-off.

A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue. Section 36(1) through 36(11) inclusive of the Employment Standards Act respecting Maternity Leave shall apply "mutatis mutandis".

2211 An employee may end maternity or parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one (1) pay period whichever is longer before the day the employee wants to end the leave.

ARTICLE 23: EMPLOYEE TRAINING

2301 Employees shall be encouraged to improve their abilities by participating in available training programs. After written application from an employee, necessary time off and subsidies may be granted in writing to the employee to attend training programs relevant to her employment.

2302 Employees required to attend in-service education courses on their own time, shall be reimbursed at straight time rates for all hours so spent in the class. Should the training require travel to another site within the region the employee will be paid straight time for travel from their site of employment to the training session and return.

2303 For pre-authorized courses taken outside of regular working hours the Employer will reimburse an employee for fifty per cent (50%) of the tuition fee, to a limit of two hundred dollars (\$200.00), upon successful completion of a course relevant to their employment. Proof of successful completion will be required.

ARTICLE 24: PAYMENT OF WAGES & ALLOWANCES

2401 Wages due to an employee shall be paid regularly during the term of this Agreement, and shall be in accordance with the schedule of wages appended hereto as Schedule "A". The pay period shall be every two (2) weeks.

2402 Increment shall be due upon the completion of two thousand and fifteen (2015) regular hours worked with the Regional Health Authority subject to Articles 2304 and 3305.

2403 Employees who report to work and are sent home by the Employer shall be paid the lesser of three (3) hours pay or the pay for their scheduled working hours, if it has been determined that the Employer was responsible for the error in scheduling.

2404 In the case of a promotion to a higher paid classification, the employee shall be paid at the corresponding increment level as she was at in her former position.

2405 In the case of a voluntary or involuntary demotion to a lower paid classification, the employee shall be paid at the corresponding increment level as she was at in her former position. In cases where the demotion is involuntary, the employee shall have access to the Grievance and Arbitration process.

- 2406** In the case of a transfer to another position with the same rate of pay the increment level will remain the same.
- 2407** An employee within the Bargaining Unit who relieves another employee within the Bargaining Unit and performs duties of a higher paid classification shall receive the higher rate of pay for all hours on this job.
- 2408** Vacation entitlement, recognized holidays, income protection benefits and increments shall be accumulated on the basis of regular hours worked.
- 2409** For the purposes of establishing wage rates of rehired employees, one hundred per cent (100%) credit for previous related experience at the Facility shall be granted if the employee has not been absent from work for more than one (1) year and fifty per cent (50%) credit for his past related experience at the Facility shall be granted if the employee has been absent from work for more than one (1) year, but less than six (6) years.
- 2410** An employee required or requested to relieve a Manager not covered by this Agreement, shall receive a sixty-five cents (\$0.65) per hour premium, for all hours worked when doing most of the duties of that Manager.
- 2411** When an employee is required to temporarily relieve another employee in a lower paid classification, his or her hourly rate of pay shall not be reduced.

ARTICLE 25: LAY-OFF & RECALL

2501 Job Security

The NOR-MAN Regional Health Authority shall endeavour to ensure that all employees covered in the Bargaining Unit shall retain employment during the duration of this Agreement. If circumstances evolve whereby it becomes necessary to permanently reduce hours of work, the number of positions or the number of employees, the Employer agrees to the following:

Notice to employees shall be as follows:

- a) Lay-offs of six (6) weeks or less = two (2) weeks notice;
- b) Lay-offs of longer than six (6) weeks = four (4) weeks notice.

In lay-offs as per b) above, the Employer shall notify the Union in writing at least one hundred and twenty (120) days in advance of any reduction of hours of work, number of employees, and/or deletion of an occupied position, such notice shall include:

- a) Reduction of hours and/or identification of position;
- b) Names of incumbents;
- c) Reasons for deletion/reduction.

The Employer and the Union shall meet not later than twenty (20) working days after receipt of the above notice to discuss and examine all available options with a view to minimize the affect on employees.

Before any reduction of any occupied position(s) and/or hours of work takes place, the following options shall be explored:

- a) Attrition;
- b) Bumping rights;
- c) Posting of vacancies;
- d) Transfer to other departments;
- e) Other options.

Reduction in the staffing complement will only take place after all avenues relevant to the issue of job security have been explored.

The Employer will provide the Union within fourteen (14) days, an updated seniority list identifying the name, position, and EFT of employees within the Bargaining Unit.

- 2502** When reducing staff covered by this Agreement, senior employees shall be retained, providing their qualifications and ability are sufficient to perform the required duties.
- 2503** In the event that an employee is to be laid off, the employee shall be given four (4) weeks' notice or four (4) weeks' pay in lieu thereof and a copy of such notice shall be forwarded to the Local Union.
- 2504** To be eligible for recall employees must file their name and current address with the Employer at the time of lay-off and must notify the Employer immediately of any change in address or telephone number after lay-off.
- 2505** Employees shall be recalled in seniority order to available positions at the originating site, provided they are qualified to perform the required work. In addition, at the time of lay-off, employees may request recall to any site within the Regional Health Authority. Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) weeks' notice to report back to work. An employee who exercises her rights under Article **2504**, shall be entitled to a familiarization period.
- 2506** No new employees shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and abilities sufficient to perform the required duties.
- 2507** A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail or hand delivered to the person's recorded address and must be prepared to begin work at a time designated by the Employer.

ARTICLE 26: SAFETY & HEALTH

2601 The Union and the Employer shall mutually commit to improve the safety measures now in effect, and to implement and support the Manitoba Health and Safety Act and Regulations in all matters addressed between the parties, so that informed compliance can be achieved in a timely manner.

The Employer agrees to provide flexibility in scheduling arrangements for the purpose of promoting meaningful participation of Committee members. A Committee member who attends a Safety and Health Committee meeting outside of scheduled hours of work shall be credited the time as hours worked at regular rate(s) of pay.

2602 An employee or a group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate Supervisor. If a satisfactory response is not received within seven (7) calendar days, then the employee may refer the issue to a Safety & Health Committee member, who will respond accordingly.

2603 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices and equipment required by the Employer shall be made available to the employee at no cost.

2604 Through joint process, the Union and Employer shall design mechanisms and policies to reduce risk(s) to employees working alone or at isolated places of employment or who by employment requires travel. Such policies shall be consistent with the Manitoba Health and Safety regulations and shall be reviewed annually by the Joint Workplace Safety & Health Committee.

Such policies shall provide for:

- Guidelines for staff travel in adverse weather conditions;
- Provision of emergency supplies for use in traveling in adverse weather conditions;
- Effective communication plan, which may include phone, radio, calls indicating location, departure time, arrival time, calling card, reimbursement of required work-related call.

If direct two-way communication is not available, it is the responsibility of the employee to follow prescribed communication procedures.

2605 Where the Employer requires that safety shoes be worn the employee will be provided with a safety shoe allowance to a maximum of \$100.00 per year and in accordance with RHA policy.

ARTICLE 27: BULLETIN BOARDS

2701 The Employer agrees to provide SEIU Local 600 with separate bulletin boards in each of the employer's facilities.

ARTICLE 28: TERMINATION OF EMPLOYMENT NOTICE

2801 Employment may be terminated by the employee by giving the Employer two (2) weeks written notice, exclusive of vacation, of intention to terminate employment.

2802 Employment may be terminated with lesser notice or without notice:

- a) By mutual agreement between the Employer and the employee; or
- b) During the probationary period of a new employee who is discharged for reasons of general unsuitability;
- c) In the event an employee is dismissed for sufficient cause to justify lesser or no notice.

2803 The Employer may give equivalent basic pay in lieu of notice or deduct from an employee's termination pay an amount equal to her basic pay for the period which she gives inadequate notice of termination.

2804 The Employer shall, within fourteen (14) calendar days after termination, make available all amounts due to the employee, including all unpaid wages and pay in lieu of unused vacation entitlements.

ARTICLE 29: SUB-CONTRACTING OUT

2901 It shall not be considered as sub-contracting should the Employer:

- a) Merge or amalgamate with another Health Care Facility or health care related facility;
- b) Transfer or combine any of its operations or functions with another Health Care Facility or health care related facility;
- c) Take over any of the operation or functions of another Health Care Facility or health care related facility.

2902 In accordance with Article 2801, an employee will be given one hundred and twenty (120) days notice and severance pay on the basis of two (2) weeks pay at the regular basic rate, for the position last occupied, for each year of employment with the Employer if the Employer is unable to provide alternate employment for which the employee possesses qualifications and the ability sufficient to perform the required duties.

2903 If the Employer intends to sub-contract work which results in the displacement of a number of employees, the Employer will notify the Union at least ninety (90) days in advance of such changes and will make every reasonable effort to find suitable alternative employment with the facility for those employees so displaced and will guarantee to offer alternative employment with the Facility to those employees who have thirty-six (36) months or more continuous service with the Employer. Any employee with more than thirty-six (36) months service accepting a position in a lower paid classification will continue at the salary of her present classification and will receive an increase only when the rate in her new scale, corresponding to her years of service, provides for an increase over her current rate.

An employee with less than thirty-six (36) months service to whom the Employer cannot offer alternative employment will receive severance pay on the basis of two (2) weeks pay for each completed year of service.

ARTICLE 30: TECHNOLOGICAL CHANGE

3001 Technological change shall mean the introduction by the Employer into her work, undertaking or business of equipment or material of a different nature or kind than that previously used by her in the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change which will displace or directly affect those employees in that classification:

- a) The Employer shall notify the Union at least one hundred and twenty (120) days prior to the introduction of any such technological change and provide as part of the notice a detailed description of the project it intends to carry out inclusive of all foreseeable impact upon and implications for employees.
- b) Negotiations relative to the effects and implications of the technological change shall commence no later than ninety (90) days prior to the date of implementation of the technological change pursuant to the notice provided in a) above.
- c) Any unresolved issues arising from b) above may be referred to Arbitration by either the Employer or the Union as provided in Article 10 of this Collective Agreement.

3002 An employee who is displaced from her job as a result of the technological change shall be given an opportunity to fill any vacancy for which she has seniority and for which she has the qualifications and ability to perform the work. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with the lay-off procedure specified in this Agreement.

3003 In all other respects, the provisions of the Manitoba Labour Relations Act with respect to technological change shall govern.

3004 At the discretion of the Employer, it will consider reasonable training for employees requiring new or greater skills to perform their job duties to avoid potential displacement due to technological change.

ARTICLE 31: PERSONNEL FILES

3101 Upon the written request of the employee, the personnel file of the employee shall be made available for her examination in the presence of the Human Resources Manager/designate. Upon written request, the employee shall receive a copy of such documentation as requested.

- 3102**
- a) If there should be a written appraisal or an adverse report concerning an employee's work or conduct while employed with the Employer, the appraisal or report shall be discussed with the employee before being placed on the personnel file. A copy will be provided to the employee upon request.
 - b) If the employee disputes the appraisal or adverse report she may file a reply to the document and/or submit other relevant documents and it shall become part of the personnel file.

ARTICLE 32: CONTINUANCE OF OPERATION

3201 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the terms of this Agreement.

ARTICLE 33: RETROACTIVE PAY

3301 Retroactive wages and benefit adjustments shall be paid to current employees by separate cheque within sixty (60) days of the date of ratification of this Agreement. When employees that have retired from employment with the Employer submit a request in writing within sixty (60) days of ratification of this Agreement to the Employer, applicable retro-active pay will be provided.

ARTICLE 34: PART-TIME EMPLOYEES

3401 a) Vacation pay shall be calculated as follows:

$$\frac{\text{Hours Paid at Regular Rate of Pay (during vac year)}}{\text{Full-Time Hours}} \times \text{Entitlement of a Full-Time Employee}$$

b) Part-time employees shall be paid vacation pay on a pro-rata basis as provided for in paragraph a).

c) Income protection shall be accumulated on the basis of regular hours worked.

3402 Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

3403 A part-time employee shall receive increments on the basis of one (1) increment for each two thousand and fifteen (2015) regular hours worked and the increment shall apply to the bi-weekly period next following the completion of two thousand and fifteen (2015) regular hours.

3404 When part-time employees are offered and accept additional shifts that are outside the regularly assigned schedule, it shall not be construed as a change of shift or eligible for overtime payments, unless the employee works beyond seven and three –quarter (7.75) hours or seventy-seven and one-half (77.5) hours bi-weekly.

3405 Part-time employees who have indicated in writing that they wish to work additional shifts shall utilize the Availability form and such shifts will be awarded in accordance with Article 3406 and the Memorandum of Understanding #17 Scheduling Guidelines.

3406 Shifts that become available during the current posted schedule shall be offered on the basis of seniority as follows:

- (i) First, among part-time employees from the site where the shift is available, where such employees have the required qualifications, the ability to perform the work, have been orientated to the department and have requested additional shifts in writing in that department;
- (ii) Second, among casual employees within that site who have the required qualifications, the ability to perform the work, have been orientated to the department and have requested additional shifts in writing in that department;

- (iii) Third, among part-time employees from other sites within the region who have the required qualifications, the ability to perform the work, have been orientated to the department and have requested additional shifts in writing in that department;
- (iv) Fourth, among casual employees from other sites within the region who have the required qualifications, the ability to perform the work, have been orientated to the department and have requested additional shifts in writing in that department.

b) Should a part-time employee as defined above refuse additional shifts on three (3) consecutive occasions when requested without justifiable reason, such employee will be offered additional hours at the sole discretion of the Employer for a period of three (3) months following the third (3rd) refusal.

3407 Where a part-time employee does not report for an additional shift she has previously agreed to work due to illness or injury, she shall not receive income protection benefits for the entire shift so missed. Where a part-time employee reports for an additional shift but is unable to complete the shift due to illness or injury, she shall receive income protection credits for all hours so lost from the shift, subject to having sufficient income protection credits for the claim.

3408 The Employer and the Union agree that this Article shall not prevent the Employer from offering a maximum of two (2) shifts to a part-time employee per calendar month only when the Employer has identified that an employee requires the shift(s) to retain skills within the assigned department. It is further understood that this shall be an exception to the rule, therefore where the Union advised the Employer that such shift(s) have been offered to an individual employee on a more frequent basis than is deemed acceptable, the parties shall meet to negotiate a mutually agreed upon resolve.

3409 Seniority for part-time employees shall accumulate as set out in Article 1201.

3410 Part-time employees will be paid four and one-quarter per cent (4.25%) of their basic pay in lieu of time off on General Holidays. Such Holiday pay shall be included in each regular pay cheque.

3411 Special provisions regarding employees occupying more than one (1) position within the sites comprising the Regional Health Authority.

- a) Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position within the sites comprising the Regional Health Authority. It is understood that at no time will the arrangement result in additional cost to the Employer. Where it is determined that it is not feasible for the employee to work in more than one position, the employee will have the option of assuming the position applied for and relinquishing their former position.
- b) At no time shall the sum of the positions occupied exceed the equivalent of one (1.0) EFT. However, it is recognized that daily hours of work may be exceeded, by mutual agreement between the Employer, the employee and the Union.
- c) Where the sum of the positions occupied equals one (1.0) EFT, the status of the employee will continue to be part-time (i.e., status will not be converted to full-time), and the provisions of Article 33 shall apply.
- d) All salary-based benefits, (i.e., Group Life, Pension, LTD, as applicable) will be combined and calculated on the basis of the total of all active positions occupied.

- e) All accrued benefits (i.e., vacation, income protection) shall be maintained and utilized on the basis of the total of all active positions occupied.
- f) Requests for scheduling of vacation, paid or unpaid leaves of absences, etc. shall be submitted to each Department/Site Manager and will be considered independently, based on the operational requirements of each Department/site.
- g) Employees taking on an additional position will be subject to a trial period in accordance with Article 1304. If during the trial period, the applicant is found by the Employer to be unsatisfactory in her new position, she shall relinquish that position.
- h) Where an approved arrangement is later found to be unworkable by the Employer, the affected employee will be required to relinquish one (1) of the positions occupied, provided two (2) weeks written notice is given with reasons outlining the Employer's decision.
- i) Where an approved arrangement is later found to be unworkable by the employee, she shall be required to give two (2) weeks written notice, exclusive of vacation, that she wishes to relinquish one (1) of the positions held.

ARTICLE 35: TRANSPORTATION ALLOWANCE

3501 For employees required to use their own personal vehicle for Regional Health Authority business which has been pre-authorized by the Employer, the rate shall be paid at the Regional Health Authority rate per kilometre for out-of-town trips; three dollars (\$3.00) for in-town trips to a maximum of forty-five dollars (\$45.00) per month.

ARTICLE 36: UNIFORMS

3601 Where the Employer requires that a uniform be worn, the Employer shall provide, launder and maintain uniforms without cost to the employee.

3602 The employee shall be held responsible for the return of uniforms, normal wear to be at all times considered. Failure to comply with this Article shall result in the replacement cost of the uniforms being deducted from the final pay cheque of the employee.

3603 In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal attire damaged during interactions with clients or other extenuating circumstances and upon satisfactory proof as deemed by the Employer, an employee will be compensated to a maximum allowable up to one hundred and seventy-five dollars (\$175.00) per claim.

ARTICLE 37: EMPLOYEE BENEFITS

3701 *Dental Plan:* It is agreed and understood by both parties to this Agreement that a HEBP administered dental plan based on equal Employer-employee contributions will continue during the life of this agreement.

3702 The Disability and Rehabilitation (D&R) Plan with benefit levels as approved by HEBP will be implemented for all eligible employees. Effective April 1, 1999 the premiums of the plan shall be one

percent (1%) of base salary (i.e. the current contribution rate as determined by the plan) for employees and the Employer agrees to match the one percent (1%) employee contribution to fund the provincial Disability and Rehabilitation Plan. Effective March 1, 2003, the Employer will increase their contribution to a maximum of two percent (2%) of base salary to fund the provincial Disability and Rehabilitation Plan.

The Employer agrees to fund its share of costs on administrative service basis as required and in addition the Employer will provide a net reserve to cover future benefits for employees on the Disability Plan.

The parties agree that income protection and Workers' Compensation Benefits will be used where applicable to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits in accordance with the terms of the plan. It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection benefits for a period not to exceed this elimination period provided the employee has sufficient accumulated income protection credits.

3703 *Pension Plan, Group Life Insurance, Extended Health:* Every eligible employee shall, as a condition of employment, participate in the Healthcare Employees Pension Plan (HEPP). Every eligible employee shall be offered the ability to participate in the Healthcare Employees Benefit Plan (HEBP). Contributions and benefits shall be in accordance with the provisions of each respective plan.

ARTICLE 38: DAYLIGHT SAVING TIME

3801 Time worked as a result of the time changeover from Central Standard Time to Daylight Savings Time and vice versa shall be paid at the rate of straight time for actual hours worked.

ARTICLE 39: RETIREMENT BONUS

3901 Employees retiring in accordance with the following:

- a) Retire at age sixty-five (65) years; or
- b) Retire after age sixty-five (65) years; or
- c) Have completed at least ten (10) years of continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
- d) Employees who have completed at least ten (10) years continuous employment with the Employer, whose age plus years of employment equal eighty (80);

shall be granted a retirement bonus on the basis of four (4) days per year of employment.

3902 Calculation of retirement bonus entitlement shall begin from the date of the employee's last commencing employment in a permanent position within the sites comprising the Regional Health Authority and shall be based on the employee's total seniority hours accumulated from the date of the employee's last commencing employment in a permanent position on the date of retirement.

3903 Employees retiring in accordance with the conditions of Article 3901 shall be granted paid retirement bonus, calculated as follows:

$$\frac{\text{Total Seniority on} \\ \text{Date of Retirement}}{\text{Full-time Hours}} \quad X \quad 4 \text{ days}$$

3904 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. The retirement date shall be the last day worked in cases where the employee chooses lump sum payment.

ARTICLE 40: JOB DESCRIPTIONS & CLASSIFICATIONS

4001 The Employer agrees to provide the Union with all new or amended job descriptions as they occur. The amended job descriptions shall be forwarded to the Union within sixty (60) days.

4002 The creation of new positions, reclassification of existing positions or any significant change to the content of any existing positions within the scope of the SEIU shall be subject to negotiation for an appropriate salary range. The Union shall be notified in writing simultaneously with the implementation of new positions, reclassification or significant changes, and negotiations shall commence within sixty (60) days of such notice.

Should the parties be unable to establish an appropriate salary range through negotiations, the dispute shall be referred to Arbitration in accordance with Article 10 of this Agreement.

A dispute as to whether a new or revised classification falls within the SEIU Bargaining Unit may be referred to the Manitoba Labour Board for determination.

ARTICLE 41: DURATION

4101 This Agreement shall be in full force and effect from June 01, 2004 until March 31, 2008 and supersedes the Collective Agreement between the parties signed on March 28, 2003. Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Collective Agreement has been reached.

4102 Should either party desire to propose changes to this Agreement, it shall give notice in writing by registered mail or hand delivered not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of expiration. Within sixty (60) calendar days of receipt of notice, the parties shall arrange to exchange proposed amendments and thereby enter into negotiations for the purpose of discussing the changes and formulation of a new Agreement.

SIGNING PAGE

FOR THE EMPLOYER

FOR SEIU LOCAL 600

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION

Signed the _____ day of _____, 2005.

Schedule A
SEIU Salary Scales

		Start	1 Year	2 Year	3 Year	4 Year	5 Year
Aboriginal Liaison	June 01.04	16.347	16.858	17.371	17.884		
	Apr. 01.05	16.755	17.279	17.805	18.331		
	Apr. 01.06	17.174	17.711	18.250	18.789		
	Apr. 01.07	17.603	18.154	18.706	19.259		
	Jan. 01.08	17.984	18.544	19.108	19.673		
Admitting/Switchboard Clerk	June 01.04	13.559	13.720	13.895	14.040		
	Apr. 01.05	13.898	14.063	14.242	14.391		
	Jun. 02.05	14.148	14.313	14.492	14.641		
	Apr. 01.06	14.502	14.671	14.854	15.007		
	Apr. 01.07	14.864	14.774	15.226	15.382		
	Jan. 01.08	15.184	15.092	15.553	15.713		
Assistant Cook	June 01.04	14.049	14.201	14.355	14.515		
	Apr. 01.05	14.400	14.556	14.714	14.878		
	Apr. 01.06	14.760	14.920	15.082	15.250		
	Apr. 01.07	15.129	15.293	15.459	15.631		
	Jan. 01.08	15.454	15.622	15.791	15.967		
Residential Support Worker (Rosaire House)	June 01.04	13.609	13.814	14.033	14.245		
	Apr. 01.05	13.949	14.159	14.384	14.601		
	Apr. 01.06	14.298	14.513	14.744	14.966		
	Apr. 01.07	14.655	14.876	15.112	15.340		
	Jan. 01.08	14.970	15.196	15.437	15.670		
Central Processing Aide (Technician 1 - Certified)	June 01.04	13.267	13.366	13.731	13.902		
	Apr. 01.05	13.599	13.700	14.074	14.250		
	June 01.05	13.956	14.145	14.541	14.793		
	Apr. 01.06	14.305	14.499	14.905	15.163		
	Apr. 01.07	14.663	14.861	15.277	15.542		
	Jan. 01.08	14.978	15.181	15.606	15.876		
Non-Certified Central Processing Aide	June 01.05	12.281	12.649	13.028	13.419	13.822	14.237
	Apr.01.06	12.588	12.965	13.354	13.754	14.168	14.593
	Apr.01.07	12.903	13.289	13.688	14.098	14.522	14.958
	Jan.01.08	13.180	13.575	13.982	14.401	14.834	15.279
Clerks: Receptionist, Ward Clerk File Clerk, Transcriptionist X-Ray/Lab Steno	June 01.04	13.772	13.914	14.146	14.342		
	Apr. 01.05	14.116	14.262	14.500	14.701		
	Apr. 01.06	14.469	14.619	14.862	15.069		
	Apr. 01.07	14.831	14.984	15.235	15.446		
	Jan. 01.08	15.150	15.306	15.562	15.778		
Cook	June 01.04	14.612	14.765	14.933	15.087		
	Apr. 01.05	14.977	15.134	15.306	15.464		
	Apr. 01.06	15.351	15.512	15.689	15.851		
	Apr. 01.07	15.735	15.900	16.081	16.247		
	Jan. 01.08	16.073	16.242	16.427	16.596		

Non-Certified Cook	June 01.05	12.207	12.573	12.950	13.338	13.738	14.150
	Apr.01.06	12.512	12.887	13.274	13.671	14.081	14.504
	Apr.01.07	12.825	13.210	13.606	14.013	14.433	14.866
	Jan.01.08	13.101	13.494	13.898	14.315	14.744	15.186
Dietary Aide	June 01.04	13.047	13.216	13.460	13.655		
	Apr. 01.05	13.373	13.546	13.797	13.996		
	Apr. 01.06	13.707	13.885	14.142	14.346		
	Apr. 01.07	14.050	14.232	14.496	14.705		
	Jan. 01.08	14.352	14.538	14.808	15.021		
Dietary Utility Person	June 01.04	13.157	13.326	13.570	13.765		
	Apr. 01.05	13.486	13.659	13.909	14.109		
	Apr. 01.06	13.823	14.000	14.257	14.462		
	Apr. 01.07	14.169	14.350	14.613	14.824		
	Jan. 01.08	14.474	14.659	14.927	15.143		
Facility Technician - Snow Lake	June 01.04	17.626					
	Jan. 09.05	19.113					
	Apr. 01.05	19.591					
	Apr. 01.06	20.081					
	Apr. 01.07	20.583					
	Jan. 01.08	21.026					
Finance Accounting Assistant RED-CIRCLED	June 01.04	15.850	16.421	16.990	17.559	18.128	
	Apr. 01.05	16.246	16.832	17.415	17.998	18.581	
	Apr. 01.06	16.246	16.832	17.415	17.998	18.581	
	Apr. 01.07	16.246	16.832	17.415	17.998	18.581	
	Jan. 01.08	16.246	16.832	17.415	17.998	18.581	
Housekeeping Aide	June 01.04	12.835	13.002	13.163	13.318		
	Apr. 01.05	13.156	13.327	13.492	13.651		
	Apr. 01.06	13.485	13.660	13.829	13.992		
	Apr. 01.07	13.822	14.002	14.175	14.342		
	Jan. 01.08	14.119	14.303	14.480	14.650		
Health Care Aide	June 01.04	14.004	14.160	14.432	14.627		
	Apr. 01.05	14.354	14.514	14.793	14.993		
	June 01.05	14.523	14.755	15.081	15.350		
	Apr. 01.06	14.886	15.124	15.458	15.734		
	Apr. 01.07	15.258	15.502	15.844	16.127		
	Jan. 01.08	15.404	15.835	16.185	16.474		
Non-Certified Health Care Aide RED-CIRCLED	June 01.04	13.265	13.491	13.697	13.908		
	Apr. 01.05	13.597	13.828	14.039	14.256		
	Apr. 01.06	13.597	14.174	14.039	14.612		
	Apr. 01.07	13.597	14.528	14.039	14.978		
	Jan. 01.08	13.597	14.892	14.039	15.352		
Unit Clerk	June 01.04	14.004	14.160	14.432	14.627		
	Apr. 01.05	14.354	14.514	14.793	14.993		
	Apr. 01.06	14.713	14.877	15.163	15.368		
	Apr. 01.07	15.080	15.249	15.542	15.752		
	Jan. 01.08	15.405	15.577	15.876	16.091		

Health Records Technician	June 01.04	15.541	15.977	16.412	16.849
	Apr. 01.05	15.930	16.376	16.822	17.270
	Apr. 01.06	16.328	16.785	17.243	17.702
	Apr. 01.07	16.736	17.205	17.674	18.145
	Jan. 01.08	17.096	17.575	18.054	18.535
Laundry Aide	June 01.04	13.132	13.354	13.562	13.805
	Apr. 01.05	13.460	13.688	13.901	14.150
	Apr. 01.06	13.797	14.030	14.249	14.504
	Apr. 01.07	14.141	14.381	14.605	14.867
	Jan. 01.08	14.445	14.690	14.919	15.187
Seamstress	June 01.04	14.612	14.765	14.911	15.087
	Apr. 01.05	14.977	15.134	15.284	15.464
	Apr. 01.06	15.351	15.512	15.666	15.851
	Apr. 01.07	15.735	15.900	16.058	16.247
	Jan. 01.08	16.073	16.242	16.403	16.596
Maintenance Worker	June 01.04	14.128	14.586	15.234	
	Jan. 09.05	15.140	15.598	16.246	
	Apr. 01.05	15.519	15.988	16.652	
	Apr. 01.06	15.906	16.388	17.068	
	Apr. 01.07	16.304	16.797	17.068	
	Jan. 01.08	16.655	17.158	17.435	
Electrician	June 01.04	22.131			
	Jan. 09.05	24.180			
	Apr. 01.05	24.785			
	June 01.05	25.241			
	Apr. 01.06	25.872			
	Apr. 01.07	26.519			
	Jan. 01.08	27.089			
Carpenter	June 01.04	18.927			
	Jan. 09.05	20.977			
	Apr. 01.05	21.501			
	Apr. 01.06	22.039			
	Apr. 01.07	22.590			
	Jan. 01.08	23.076			
3rd Class Power Engineer	June 01.04	19.352			
	Jan. 09.05	21.402			
	Apr. 01.05	21.937			
	June 01.05	22.551			
	Apr. 01.06	23.115			
	Apr. 01.07	23.693			
	Jan. 01.08	24.202			
4th Class Power Engineer	June 01.04	18.859			
	Jan. 09.05	20.824			
	Apr. 01.05	21.345			
	June 01.05	21.771			
	Apr. 01.06	22.315			
	Apr. 01.07	22.873			
	Jan. 01.08	23.365			

5th Class Power Engineer RED-CIRCLED	June 01.04	17.626					
	Jan. 09.05	19.591					
	Apr. 01.05	20.081					
	Apr. 01.06	20.081					
	Apr. 01.07	20.081					
	Jan. 01.08	20.081					
Recreation Facilitator	June 01.04	14.318	14.475	14.744	14.940		
	Apr. 01.05	14.676	14.837	15.113	15.314		
	Apr. 01.06	15.043	15.208	15.491	15.697		
	Apr. 01.07	15.419	15.588	15.878	16.089		
	Jan. 01.08	15.751	15.923	16.219	16.435		
Non-certified Recreation Facilitator	June 01.05	11.890	12.247	12.614	12.992	13.382	13.783
	Apr.01.06	12.187	12.553	12.929	13.317	13.717	14.128
	Apr.01.07	12.492	12.867	13.253	13.650	14.059	14.481
	Jan.01.08	12.761	13.144	13.538	13.943	14.362	14.792
Rehabilitation Aide	June 01.04	14.004	14.150	14.432	14.627		
	Apr. 01.05	14.354	14.504	14.793	14.993		
	Apr. 01.06	14.713	14.867	15.163	15.368		
	Apr. 01.07	15.081	15.239	15.542	15.752		
	Jan. 01.08	15.405	15.567	15.876	16.091		
Support Service Aide (Snow Lake)	June 01.04	14.528	14.685	14.955	15.152		
	Apr. 01.05	14.892	15.052	15.329	15.531		
	June 01.05	15.409	15.529	15.737	15.888		
	Apr. 01.06	15.794	15.428	15.712	15.919		
	Apr. 01.07	16.189	15.814	16.105	16.317		
	Jan. 01.08	16.537	16.154	16.451	16.668		
Orderly	June 01.04	13.704	13.871	14.012	14.173		
	Apr. 01.05	14.047	14.218	14.362	14.527		
	Apr. 01.06	14.398	14.573	14.721	14.890		
	Apr. 01.07	14.758	14.937	15.089	15.262		
	Jan. 01.08	15.075	15.258	15.413	15.590		
Pedicatric Clinic Co-ordinator RED-CIRCLED	June 01.04	15.240	15.604	15.966	16.330	16.703	
	Apr. 01.05	15.621	15.994	16.365	16.738	17.121	
	Apr. 01.06	15.621	15.994	16.365	16.738	17.121	
	Apr. 01.07	15.621	15.994	16.365	16.738	17.121	
	Jan. 01.08	15.621	15.994	16.365	16.738	17.121	
Pharmacy Aide	June 01.04	13.564	13.724	13.869	14.030		
	Apr. 01.05	13.903	14.067	14.216	14.381		
	June 01.05	11.592	11.940	12.298	12.667	13.047	13.438
	Apr. 01.06	11.882	12.239	12.605	12.984	13.373	13.774
	Apr. 01.07	12.179	12.544	12.921	13.308	13.708	14.118
	Jan. 01.08	12.483	12.858	13.244	13.641	14.050	14.471
Psychiatric Nursing Assistant	June 01.04	14.900	15.425	15.938	16.465		
	Apr. 01.05	15.273	15.811	16.336	16.877		
	June 01.05	15.789	16.344	16.888	17.234		
	Apr. 01.06	16.184	16.753	17.310	17.665		
	Apr. 01.07	16.588	17.171	17.743	18.106		
	Jan. 01.08	16.945	17.541	18.124	18.496		

Storeroom Clerk - Head	June 01.04	15.011	15.125	15.326	15.567
	Apr. 01.05	15.386	15.503	15.709	15.956
	Apr. 01.06	15.771	15.891	16.102	16.355
	Apr. 01.07	16.165	16.288	16.505	16.764
	Jan. 01.08	16.513	16.638	16.860	17.124
Storeroom Clerk	June 01.04	13.938	14.105	14.286	14.433
	Apr. 01.05	14.286	14.458	14.643	14.794
	Apr. 01.06	14.643	14.819	15.009	15.164
	Apr. 01.07	15.009	15.189	15.384	15.543
	Jan. 01.08	15.332	15.516	15.715	15.877
Watchperson	June 01.04	11.491			
	Apr. 01.05	11.778			
	Apr. 01.06	12.072			
	Apr. 01.07	12.374			
	Jan. 01.08	12.640			

SCHEDULE "B" - REMOTENESS ALLOWANCE

Remoteness Allowance shall be paid to employees subject to the following eligibility criteria and conditions:

A. Eligibility Claim

An eligibility claim for the payment of dependant(s) or non-dependant rate of allowances shall be submitted to the Employer when first requesting the allowance, and renewed thereafter, if requested by the Employer or when any change in dependant claims.

B. Non-Dependant or Dependant Allowance

Subject to Article 3 that follows, the Non-Dependant Allowance will be paid to employees that have established a residence in a location designated as a Remote Location and who are eligible for the payment of Remoteness Allowance. Claims for dependant's allowance will be subject to the following criteria and conditions:

1. The employee shall be supporting one or more dependants where a dependant includes:
 - a marital partner living with and dependant on the employee for main and continuing support;
 - an unmarried child under eighteen (18) years of age; an unmarried child over eighteen (18) years of age but under twenty-one (21) years if in full-time attendance at school or university or similar educational institution;
 - an unmarried child of any age if mentally or physically challenged, provided such a child is dependant on the employee for support
2. There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement between the marital partners must have been in existence for at least one (1) year prior to the application for dependant's rate.
3. Where both spouses are employees of the NOR-MAN Regional Health Authority and/or Departments/Agencies to which these eligibility criteria apply, the dependant rate shall be paid to one partner only and the other partner will not receive either the Dependant or Non Dependant rate of Remoteness Allowance.

C. Location

The Remoteness Allowance paid will be the allowance applicable to the particular location in the NOR-MAN Region.

D. Hourly Rated Personnel

Remoteness Allowances are to be determined separately from hourly wage rates. Except for employees hired on a "if, as and when" basis, Remoteness Allowances are to be considered on a daily basis (i.e., 1/10th of the bi-weekly rate, up to a maximum amount for the bi-weekly period), for the following conditions:

1. For each day the employee is at work irrespective of the number of hours worked;
2. For each day that the employee is recognized as being on "standby"; or

3. In order to qualify for the daily rate, an employee hired on an "if, as and when" basis, would be required to work one-half or greater of the normal working hours (i.e., seven and three-quarters (7.75) hours in any one day).

E. Limitations

The Remoteness Allowances for the various sites for non-dependant or dependant as indicated, represent a maximum monthly taxable allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave and as limited in paragraph "D" above. They are not payable during period of absence without pay, not payable at "time and a half" or other premium pay scales, nor included as part of regular earnings in calculation of vacation wages on termination of employment.

The Employer and the Union further agree that the intent and application will be applied and paid on the same basis as the Provincial Government employees and that any change to this Remoteness Allowance which is made by the Provincial Government will equally affect all employees covered under the scope of this Agreement.

F. Rates

The bi-weekly Remoteness Allowances relative are:

	<u>Dependent</u>	<u>Single</u>
Flin Flon	\$89.63	\$55.77
The Pas	\$84.13	\$51.41
Snow Lake	\$123.01	\$76.46

MEMORANDUM OF UNDERSTANDING #1

BETWEEN

NOR-MAN REGIONAL HEALTH AUTHORITY

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

ONE TO ONE ATTENDANT

Whereas the need arises from time to time for the NOR-MAN Regional Health Authority to provide a One to One Attendant for clients/patients/residents:

1. One to One Attendant duty shall be considered work of the Bargaining Unit. In emergency situations, the Employer can utilize an outside source provided that the appropriate dues are remitted to the Local Union.
2. The Employer and the Union agree to allow twelve (12) hour shifts when required. The parties also agree to waive overtime rates of pay for these hours worked, except as set out below:
 - a) Where full-time employees are utilized; or
 - b) In accordance with the twelve (12) Hour Memorandum of Agreement.
3. It is further agreed that the rate of pay applicable for One to One Attendant duty will be that of the Untrained Health Care Aide.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #2

BETWEEN

NOR-MAN REGIONAL HEALTH AUTHORITY

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

GENERAL WAGE STANDARDIZATION FUND

This Letter of Understanding is to the successor to the Letter of Understanding re: Wage Parity & Adjustment Fund .

The parties recognize the importance of wage standardization for classifications performing the same duties. The parties agree to establish a Joint Committee consisting of equal representation of the Employer and the Union by (mutually agreed to date).

In order to rectify the identified inequities, a "General Wage Standardization Fund" will be provided and allocated as follows:

April 1, 2003	\$55,108
April 1, 2004	\$46,700
April 1, 2005	\$46,700
April 1, 2006	\$70,000
April 1, 2007	\$70,000

In addition, a minimum standardization increase of 0.6 % to all hourly rates as follows effective April 1, 2003, as same appear in Schedule A (Identified as April 02, 2003 rates).

- **compounded**

It is recognized and agreed by the parties that:

1. The Joint Committee will work in concert with the other Joint Committees that have been established to address general wage standardization in support Union Collective Agreements.
2. The Joint Committee shall establish which classifications are eligible to receive wage adjustments.
3. Where it is determined that the salary of an employee is higher than that of the newly established salary range, that employee will receive all economic wages increases until April 2, 2003. Thereafter, further economic wage increases will not apply until that employee reaches the same level as the others in that salary range. These employees will continue to receive all benefit entitlements throughout the life of the Agreement.
4. Where the parties are unable to assign a mutually agreeable salary scale to a classification, the parties will appoint an Adjudicator to determine the appropriate scale. The Adjudicator's ruling shall not exceed the financial capability of the Wage Standardization Fund. The ruling of the Adjudicator shall be final and binding on all parties.

5. Where the parties are unable to agree to a date for implementation of any wage parity or adjustments, the parties will appoint an Adjudicator to determine the appropriate date. The Adjudicator's ruling shall not exceed the financial capability of the Wage Standardization Fund. The ruling of the Adjudicator shall be final and binding on the parties.

Costs associated with this review will be borne as follows:

- (a) Employees will not suffer a loss of pay or benefits as a result of a Joint Committee participation;
- (b) Each party shall be responsible for its own incurred expenses;
- (c) Expenses and fees of the Adjudicator shall be cost-shared between the parties.

These costs will not be charged against the Wage Standardization Fund.

Matters contained in this Letter of Understanding shall not be subject to the Grievance and Arbitration procedure, except for the appointment of an Adjudicator if the parties are unable to select a list of Adjudicators.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING # 3

BETWEEN

NOR-MAN REGIONAL HEALTH AUTHORITY

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

GENERAL WAGE STANDARDIZATION

The parties agree that in the event that additional wage standardization funds become available through other support sector Central collective agreements; wage standardization will be provided on a proportional basis and will be allocated as determined by the Wage Standardization Joint Committee.

Signed this ____ day of _____ 200__.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF UNDERSTANDING #4

BETWEEN

NOR-MAN REGIONAL HEALTH AUTHORITY

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

ESCORT DUTY

If an employee is required by the Employer to provide escort service from site to site or outside the NOR-MAN Region, the following will apply:

1. The employee escorting a patient shall be paid for all time involved with the patient as above, with a minimum payment equal to five (5) hours regular pay.
2. An employee required for escort duty on a recognized holiday shall be paid at the rate applicable according to the contract.
3. Overtime rates apply for an employee in the following cases:
 - i) For hours in excess of eight (8) hours (or twelve (12) hours for employees working a twelve (12) hour shift);
 - ii) For escort duty involving hours in addition to a regular shift worked.
4. If a full-time employee agrees to go on escort duty on her regular day off, she shall be paid at her regular rate of pay and shall receive another unpaid day off in lieu of that day.
5. If an employee is unable to return from escort duty in time to work a scheduled shift, she shall be paid for the scheduled shift at her regular rate of pay.
6. In the event an employee is on escort duty for a period in excess of twenty-four (24) hours, the guaranteed minimum pay that she will receive shall be calculated as follows:

8/24 X hours of escort duty X regular hourly rate of pay.

7. Applicable travel allowance shall be paid.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #5

BETWEEN

NOR-MAN REGIONAL HEALTH AUTHORITY

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

12 HOUR SHIFT AGREEMENT

1. Hours of Work

Applicable to four (4) week rotation:

- i) There shall be thirteen (13) regular shifts of eleven (11) hours and fifty-five (55) minutes (11.915) hours duration in any two (2) consecutive bi-weekly periods and unless otherwise mutually agreed, no more than seven (7) such shifts may be scheduled in any one (1) bi-weekly period of work and no more than four (4) such shifts may be scheduled without a day off;
- ii) Overtime rates of pay shall be paid for time worked which exceeds the 11.915 hour shifts, or time worked which exceeds one hundred and fifty-five (155) hours in any two (2) consecutive bi-weekly periods.
- iii) Each shift of 11.915 hours is to be inclusive of three (3) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of 11.915 hours shall be exclusive of one (1) meal period not exceeding twenty (20) minutes in length.
- iv) It is understood that whenever 11.915 hours is mentioned, its equivalent eleven (11) hours and fifty-five (55) minutes (11.55) may be used.

Applicable to six (6) week rotation:

- i) Coverage on the "twelve" hour shift is to be provided by a Day shift extending from 0730 hours to 1945 hours and a Night shift extending from 1930 hours to 0745 hours. Night shift shall be considered as the last shift of each calendar day.
- ii) There shall be twenty (20) regular shifts of eleven (11) hours and thirty-seven (37) minutes (11.625) hours duration in each three (3) consecutive bi-weekly periods. Each shift shall be inclusive of three (3) fifteen (15) minute rest periods and exclusive of one (1) thirty-seven (37) minute meal period.
- iii) Overtime rates of pay shall be paid for time worked which exceeds an 11.625 hour shift or for time worked in excess of two hundred and thirty-two and one-half (232.5) hours in three (3) consecutive bi-weekly periods.

iv) It is understood that whenever 11.625 hours is mentioned, its equivalent eleven (11) hours and thirty-seven (37) minutes (11.37) may be used.

2. Vacation/Recognized Holidays/Income Protection/Bereavement Leave

i) The number of duty days off that an employee receives under the "twelve" hours shift schedule pattern are to correspond exactly in hours to the duty days off on a seven and three-quarter (7.75) hour shift pattern.

ii) An employee required to work on a Recognized Holiday shall be paid for hours worked at the rate of one and one-half (1.5) times her basic pay and, in addition, a full-time employee shall receive seven and three-quarter (7.75) hours off at her basic rate of pay, or may choose to be paid the seven and three-quarter (7.75) hours at her basic rate of pay. An employee may accumulate three (3) Recognized Holidays for purposes of taking two (2) paid "twelve" hour shifts off duty to be taken consecutively with scheduled days off or to complete a partial week of vacation.

3. Income protection shall accrue in accordance with the terms of the Collective Agreement and will be utilized for periods of absence from scheduled duty due to accident or illness.

4. Shift premium to be paid in accordance with the Collective Agreement.

This allowance shall also be applicable to each hour worked after 1600 hours on a "modified" Day or Evening shift during which at least two (2) hours are worked between 1600 hours and the termination of the shift.

For purposes of application of this provision, a "modified" Day shift shall mean one that commences at a different time than the majority of Day shifts worked by employees and a "modified" Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by employees. This provision shall be applicable from 1600 hours to the termination of the Day shift on a twelve (12) hour shift pattern.

5. There must be mutual agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either party may, therefore, terminate this Agreement by serving sixty (60) days written notice of termination upon the other.

6. Employees scheduled to be on call shall be paid a premium equal to one and one-half (1.5) hours regular salary for each twelve (12) hour period on call.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #6

BETWEEN

**NOR-MAN REGIONAL HEALTH AUTHORITY
(THE PAS HEALTH COMPLEX)**

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

12 HOUR SHIFT AGREEMENT - SWITCHBOARD/ADMITTING

The Employer and the Union mutually agree that the following conditions and understandings apply regarding the application of the eleven point eight (11.08) hour shift schedule pattern (hereinafter referred to as twelve (12) hour shift pattern):

1. There shall be three hundred and ten point two four (310.24) hours in each four (4) consecutive bi-weekly periods.

Each twelve (12) hour DAY shift shall be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (1) thirty (30) minute meal period and one (1) twenty-five (25) minute meal period.

Each twelve (12) hour NIGHT shift shall be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (1) fifty-five (55) minute meal period.

2. Overtime rates of pay shall be applicable for time worked in excess of eleven point eight (11.08) hours per day or for time worked in excess of three hundred and ten point two four (310.24) hours in four (4) consecutive bi-weekly periods.

3. Employees scheduled to be on call shall be paid a premium equal to one and one-half (1.5) hours regular salary for each twelve (12) hour period on call.

4. Vacation/Recognized Holidays/Income Protection/Bereavement Leave:

- With reference to the above benefits, the paid time off that a staff member receives under the twelve (12) hour shift pattern is to correspond exactly in hours to the paid time off of a seven and three-quarters (7.75) hour shift pattern.
- An employee required to work on a Recognized Holiday shall be paid for hours worked at the rate of one and one-half (1.5) times her basic pay and a full-time employee shall receive seven and three-quarters (7.75) hours off at his basic rate of pay.
- An employee may accumulate three (3) Recognized Holidays for the purpose of taking two (2) paid twelve (12) hour shifts off duty at a time.

5. There must be mutual Agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either party may, therefore, terminate this Agreement by serving sixty (60) days written notice of termination upon the other.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #7

BETWEEN

**NOR-MAN REGIONAL HEALTH AUTHORITY
(FLIN FLON GENERAL HOSPITAL)**

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

12 HOUR SHIFT AGREEMENT - MAINTENANCE

The Employer and the Union mutually agree that the following conditions and understandings apply regarding the application of the eleven point five (11.5) hour shift schedule pattern (hereinafter referred to as a twelve (12) hour shift pattern).

1. The twelve (12) hour shift schedule pattern will continue as required by the Employer.
2. There shall be an eight (8) week cycle in which Maintenance employees work eleven point five (11.5) hours per day. Each employee will work two (2) shifts of five point five (5.5) hours (or one (1) eleven (11) hour shift) in the eight (8) week cycle, total three hundred and ten (310) hours.
3. Overtime rates of pay shall be paid for time worked in excess of an eleven point five (11.5) hour shift, or for time worked in excess of three hundred and ten (310) hours in four (4) consecutive bi-weekly periods.
4. Each eleven point five (11.5) hour shift shall be inclusive of three (3) fifteen (15) minute rest periods and exclusive of one (1) thirty (30) minute meal period. An employee not permitted to leave the premises during the meal period shall be paid in accordance with Article 1402.
5. Coverage of the twelve (12) hour shift in the Maintenance department is to be provided by a day shift, extending from 0600 hours to 1800 hours.
6. Vacation/Recognized Holidays/Income Protection/Bereavement Leave:
 - i) With reference to the above benefits, the paid time off that an employee receives under the twelve (12) hour shift schedule pattern is to correspond exactly in hours to the paid time off a seven and three-quarter (7.75) hour shift pattern.
 - ii) An employee who works on a paid General Holiday shall be paid for hours worked in accordance with Article 18. A full-time employee shall receive seven and three-quarter (7.75) hours off at his basic rate of pay.
 - iii) An employee may accumulate three (3) General Holidays for the purpose of taking two (2) paid twelve (12) hour shift off duty at a time.
7. Employees scheduled to be on call shall be paid a premium equal to one and one-half (1.5) hours regular salary for each twelve (12) hour period on call.
8. All on call duty will be shared equally unless otherwise mutually agreed between the employees and the Employer.

- 9. A full-time employee called upon to report back to work outside regular working hours shall be paid in accordance with Article 1504.
- 10. Shift premiums shall be paid in accordance with the Collective Bargaining Agreement. This allowance shall also be applicable to each hour worked after 1600 hours on a "modified" day or evening shift, which at least two (2) hours are worked between 1600 hours and the termination of the shift.

For the purposes of application of this provision, a "modified" day shift shall mean one that commences at a different time than the majority of day shifts worked by Shift Engineers, and a "modified" evening shift shall mean one that commences at a different time than the majority of evening shifts worked by Shift Engineers. This provision shall be applicable from 1600 hours to the termination of the day shift on a twelve (12) hour shift pattern.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #8

BETWEEN

**NOR-MAN REGIONAL HEALTH AUTHORITY
(THE PAS HEALTH COMPLEX)**

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

ROSAIRE HOUSE SCHEDULING

The Employer and the Union mutually agree that the following conditions and understandings apply regarding the scheduling of hours for Attendants at Rosaire House:

1. Attendants will work less than the prescribed two thousand and fifteen (2015) hours, but will receive benefits and be recognized as a full-time employee. The twenty three point two five (23.25) hours less than the two thousand and fifteen (2015) hours of a full-time position (as described in #2 of this document) will be waived.
2. The shift rotation will cover a four (4) week period of twenty (20) shifts (including the scheduling of one (1) Statutory Holiday, which will be adjusted, without pay, three (3) times during an annual period in keeping with the established Statutory Holidays and in accordance with #1 of this Memorandum).
3. During the four (4) week rotation, the following conditions will occur:
 - a) During any one (1) pay period, one (1) full-time Attendant will work a shift period of eleven (11) consecutive shifts and another will work a shift of nine (9) consecutive shifts. During the following pay period, the first Attendant would work nine (9) consecutive shifts and the second eleven (11); the total number of shifts per month never to exceed twenty (20) without the overtime stipulations going into effect. (The other two (2) full-time positions would be according to contract).
 - b) Both full-time and part-time Attendants would work three (3) out of the four (4) weekends of the rotation with appropriate time off between shifts.
4. The exemption granted by the Human Rights Commission respecting the hiring of male and female employees at Rosaire House shall apply to the scheduling of staff at Rosaire House.
5. This Agreement shall terminate within sixty (60) days upon receipt of written notice from either party to terminate this Agreement.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #9

BETWEEN

**NOR-MAN REGIONAL HEALTH AUTHORITY
(FLIN FLON GENERAL HOSPITAL)**

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

LAB/X-RAY RECEPTION; MEAL BREAK FOR VACATION & OTHER LEAVE

The above parties agree that this Memorandum of Understanding is an integral part of the Collective Agreement between the parties:

The Union and the Employer agree that employees working in Lab and X-ray only, will have their lunch period extended to one (1) hour and fifteen (15) minutes when one or the other is on annual leave, sick leave, and family illness leave, but not to include maternity leave, parental leave, education leave, long-term disability, or Workers' Compensation.

The purpose of this Memorandum of Understanding is to prevent the Flin Flon General Hospital from having to delete one (1) full-time job and replace that job with two (2) part-time jobs to allow a longer lunch period to cover from 4:00 pm to 5:00 pm.

The parties agree that this Memorandum of Understanding can be terminated by either party upon fourteen (14) calendar days notice.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #10

BETWEEN

**NOR-MAN REGIONAL HEALTH AUTHORITY
(FLIN FLON GENERAL HOSPITAL/NORTHERN LIGHTS MANOR/SNOW LAKE HEALTH CENTRE)**

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

SENIORITY TRANSITION (PREVIOUS UFCW AND USWA)

During Bargaining Unit Restructuring, the following seniority transition process was utilized in April 1999 to convert from a seniority date system to a seniority hours system for employees:

1. All UFCW employees (Flin Flon & Snow Lake) seniority shall be converted by crediting them with two thousand and fifteen (2015) hours based on the seniority date identified in the seniority reports of April 26, 1999 and June 19, 1999.
2. All USWA employees seniority shall be converted by crediting them with two thousand and eighty (2080) hours based on the seniority date identified in the seniority reports of June 1999.
3. All Non-Union employees included under the SEIU Collective Agreement due to Bargaining Unit appropriateness shall be credited seniority based on regular hours worked.
4. Hours will be pro-rated in the following manner:
 - i) number of years x annual hours
 - ii) number of months x monthly hours
 - iii) number of days x daily hours
5. The new seniority list, once created, shall be submitted to the Union and shall be posted within each site for a period of thirty (30) calendar days. An employee and/or the Union, during this thirty (30) calendar days, may present proof of error to the Employer. Alleged errors will be investigated by the Employer and corrected, if verified. Unless otherwise mutually agreed, this shall be the official seniority list until the subsequent seniority list is provided in accordance with Article 1207.

This Memorandum of Understanding will expire upon the expiration of the Collective Agreement.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #11

BETWEEN

**NOR-MAN REGIONAL HEALTH AUTHORITY
(FLIN FLON GENERAL HOSPITAL & NORTHERN LIGHTS MANOR)**

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

NURSING ASSISTANT GRANDFATHERING

The Employer and the Union agree to the following principles relating to the grandfathering of permanent part-time and full-time "untrained" Nursing Assistants currently employed as Nursing Assistants:

- 1) The Employer agrees to grandfather the employees that do not have Nursing Assistant certification who are currently employed with the Flin Flon General Hospital (Personal Care Home) and the Northern Lights Manor as stated above.
- 2) The following employees are covered under this Memorandum of Understanding:

Maryvel Haberman - NLM Sophie Anderson - FFGH
Debbie King - FFGH
- 3) Grandfathering is interpreted as being recognized as a fully qualified Nursing Assistant in the application of the Collective Agreement provisions. Both parties agree that the provision of Article 1303 regarding promotions, transfers and demotions will be applicable.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #12

BETWEEN

NOR-MAN REGIONAL HEALTH AUTHORITY

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

VIOLENCE POLICY

The Employer and the Union agree to jointly develop and implement a mutually agreed upon policy re: Violence in the Workplace based upon the following parameters:

- i) There shall be equal representation between all of the Union(s) participating in the policy development and implementation Committee structure.
- ii) The number of Employer representatives shall not exceed the number of Union representatives within the Committee structure.
- iii) It is agreed that all work done by Committee members shall be considered paid time.
- iv) This Committee structure shall not be tied to the participation of any other Union.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #13

BETWEEN

NOR-MAN REGIONAL HEALTH AUTHORITY

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

SWITCHBOARD/ADMITTING RESPONSIBILITY PAY

The Employer and the Union mutually agree that within the Admitting/Switchboard departments of Flin Flon General Hospital and The Pas Health Complex that employees shall receive responsibility pay based upon the following parameters:

1. Responsibility pay at the rate set out in Article 2310 shall be paid for weekend shifts, General Holiday shifts and when the manager(s) of the aforementioned departments is/are absent due to vacation or illness.
2. The most senior employee on shift will be assigned responsibility duties for the entire shift.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #14

BETWEEN

**NOR-MAN REGIONAL HEALTH AUTHORITY
(THE SNOW LAKE HEALTH CENTRE)**

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

SNOW LAKE TRANSPORTATION

The parties agree that the provisions of Article 3401 of the current Collective Agreement shall be amended insofar as the travel requirements of the above-noted position are significant.

For employees required to use their own personal vehicle for Regional Health Authority business which has been pre-authorized by the Employer: the rate shall be thirty cents (.30) per kilometre for out-of-town trips; three dollars (\$3.00) for in-town trips to a maximum of seventy-five dollars (\$75.00).

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #15

BETWEEN

NOR-MAN REGIONAL HEALTH AUTHORITY

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

HCA WORKLOAD ISSUES

The parties agree to establish a Joint Committee consisting of four (4) representatives from the Health Care Aide classification and Employer representatives. A first meeting of this Committee shall be convened within sixty (60) days of the date of ratification of this Collective Agreement. It is agreed that the number of Employer representatives shall not exceed the number of Union members on this Committee.

The objectives of this Committee shall be to review workload concerns and make recommendations to address such concerns.

It is agreed that all work done by the Committee members shall be considered paid time at regular rate of pay.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #16

BETWEEN

NOR-MAN REGIONAL HEALTH AUTHORITY

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

NORTHERN TRAVEL BENEFIT

Remoteness Allowance paid to employees shall be considered to be a "Northern Travel Benefit" as defined by Revenue Canada. This amount shall be reported as a taxable benefit on the employee's T4 slip.

It shall be the responsibility of the employee to determine which portion (if any) of the amount reported on the T4 slip, qualifies as a income tax deduction.

1. All parties acknowledge the Northern Residents Deductions: Travel in Designated Areas allowance is administered by Revenue Canada and is subject to any changes implemented by Revenue Canada or any ruling which Revenue Canada may imply in respect to the benefits eligible.
2. Should Revenue Canada reduce the Northern Residents Deduction: Travel in Designated Areas allowance or eliminate the Northern Residents Deductions: Travel in Designated Areas allowance, the Employer shall not be responsible for any costs to make up for the lost benefits.
3. The Employer will not incur any additional costs in implementing the Northern Residents Deductions: Travel in Designated Areas allowance.

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

MEMORANDUM OF UNDERSTANDING #17

BETWEEN

NOR-MAN REGIONAL HEALTH AUTHORITY

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

SCHEDULING GUIDELINES

The following protocol shall be deemed part of the Collective Agreement in respect to the scheduling of hours of work. The parties agree to implement this protocol for a trial period of six (6) months following ratification by the parties. Thereafter, an evaluation by a committee of the Union and the Employer will be conducted. Following this evaluation, revisions may be made as mutually agreed by the parties.

1. Employees wishing to pick up additional available shifts are required to complete the Availability Form and submit the form to their Manager/designate. This form will indicate the shifts that the employee is NOT available to work. A form is required for each department an employee wishes to work additional available shifts.
2. The Manager/designate will forward a copy of the Availability Form to the Staffing Office for processing and the Staffing Office will forward form to Human Resources for filing on the personnel file.
3. An Employee must give three (3) weeks notice to change their Availability. Such change is submitted to the Manager.
4. Employees who have a single request to change availability due to a special circumstance will complete and submit a Leave Request form to their manager at least three (3) weeks in advance. The manager will approve and forward to the Staffing Office.
5. Updated schedules will be distributed and posted every Monday at 4:00 p.m. It is the employee's responsibility to check the schedule and know which shifts they have been awarded. The employee is responsible for his/her shifts so scheduled.
6. When shifts become available after the schedule has been posted on the Monday at 4:00 p.m., the Staffing Officer will call those employees that have indicated that they wish to pick up additional shifts by seniority/availability as outlined on the Staffing Replacement Sheets and in accordance with Article 3406.

Signed this _____ day of June 2005.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF UNDERSTANDING #18

BETWEEN

NOR-MAN REGIONAL HEALTH AUTHORITY

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 600

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

Signed this _____ of _____ 200__.

FOR THE EMPLOYER

FOR SEIU LOCAL 600

