

COLLECTIVE AGREEMENT

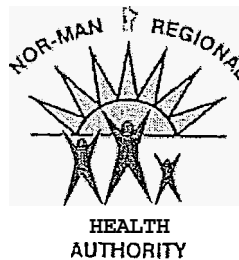
BETWEEN:



CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 8600

- AND -

NOR-MAN REGIONAL HEALTH AUTHORITY INC.



TERM OF AGREEMENT:

APRIL 1, 2008 TO MARCH 31, 2012

12577(04)

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PREAMBLE

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

AND WHEREAS it is the desire of both Parties that these matters be drawn up in an Agreement,

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

ARTICLE 1: SCOPE OF RECOGNITION

101 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under certificate 6680 , or as may be granted voluntary recognition by the Employer and identified in Schedule 'A'.

102 Work of the Bargaining Unit

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.

103 The term "Employer" shall mean the NOR-MAN Regional Health Authority (RHA).

104 The term "Union" shall mean the Canadian Union of Public Employees, Local 8600 (CUPE).

105 The term "site" shall mean the 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 Health Centre and all other facilities within the Town of Snow Lake.

The Pas Site The Pas Health Complex (St. Anthony's General Hospital, St. Paul's Residence, Rosaire House), and all other facilities within the Town of The Pas.

ARTICLE 2: DURATION

- 201 (a) This Agreement shall be in full force and effect from the first day of April 2008 to March 31, 2012 and supersedes the Collective Agreement between the Parties which was in effect on June 1, 2004.
- (b) Should the Parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.
- (c) The Union agrees to give the Employer at least one (1) weeks' (7 days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least one (1) weeks' (7 days) written notice as to the intended time and date of lockout.

- 202 Should either party desire to propose changes to this Agreement, they shall give notice in writing, including proposed amendments, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 203 This Agreement may be amended during its term by mutual agreement.
- 204 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further, no employee in the unit shall strike during the term of this Agreement.
- 205 All retroactive wage and benefit adjustments shall be made payable within one hundred and twenty (120) calendar days of ratification of this agreement.
- 206 Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

ARTICLE 3: MANAGEMENT RIGHTS

- 301 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management, under which it shall have, without limiting the generality of the foregoing:
- the right to maintain efficiency and quality patient care;
 - the right to direct the work of its employees;
 - the right to hire, classify, assign to positions and promote;
 - the right to determine job content and number of employees at any site;
 - 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.

In administering the Collective Agreement, the Employer agrees to act fairly, in good faith and in a manner consistent with the terms of the Collective Agreement.

302 Sub-Contracting

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, or
- (b) transfer or combine any of its operations or functions with another health care facility or health care related facility, or
- (c) take over any of the operations or functions of another health care facility or health care related facility.

303 In accordance with Article 302, an employee will be given ninety (90) days' notice. Where the Employer is unable to provide alternate employment for which the employee possesses qualifications and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating site, the employee shall have the option of invoking the lay off provisions in accordance with Article 23 or accepting severance pay. Severance pay shall be 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.

304 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 within the Regional Health Authority for those employees so displaced and will guarantee to offer alternative employment with the Regional Health Authority 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.

305 No employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement, in accordance with Section 72 (I) of *The Labour Relations Act of Manitoba*.

306 Hospital Disaster and Fire Plans

(a) In any emergency or disaster declared by the CEO/COO or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this Agreement.

Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 19 shall apply to overtime hours worked.

(b) Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 19.

The importance of disaster plan exercise and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged.

ARTICLE 4: UNION DUES – SECURITY

- 401 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall normally be limited to one (1) per calendar year.
- 402 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the National Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions. A copy of the list shall be sent to the Local Secretary-Treasurer.
- 403 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.
- 404 In consideration of the foregoing clauses, 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.
- 405 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 5: UNION REPRESENTATION

- 501 The Union agrees to exchange with the Employer a current list of Officers and authorized representatives.
- 502 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.



- 503 When meeting with the Employers to conduct central negotiations, the maximum number of employees who will be entitled to leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be fourteen (14) employees. The Chair of the Provincial Health Care Council shall participate as an additional representative at the Union's expense. The Union shall provide the Employer with four (4) weeks or more written notice of those chosen to participate in central negotiations.
- 504 Union Representatives will be granted necessary time off with basic pay to meet with the Employer for the purpose of conducting local negotiations, subject to a maximum cost to the Employer of maintaining salaries for three (3) employees so engaged.
- 505 Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.
- 506 The President or designate shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.
- 507 All correspondence arising out of this Agreement shall pass to and from the Executive Director of Human Resources or designate and the Secretary of the Local Union or designate.
- 508 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any employee unless prior written approval has been received from the Employer.
- 509 The Employer and the Union agree to the cost sharing (on a 50%/50% basis) of the printing of Collective Agreements.

ARTICLE 6: RESPECTFUL WORKPLACE

- 601 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.
- 602 The Parties agree that there shall be no discrimination based on:
- e ancestry, including colour and perceived race
 - e ethnic background or origin
 - e age
 - e nationality or national origin
 - e political belief, association or activity
 - e religion or creed
 - e sex, including pregnancy
 - e marital status or family status
 - e sexual orientation
 - e physical or mental disability
 - e place of residence
 - e membership or non-membership or activity in the Union.
- 603 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both Parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by the Employer, the Union and the employee(s).
- 604 The definition of harassment shall consist of the definition contained in the Human Rights Code and shall further include the definition of harassment set out in the Respectful Workplace Policy.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual. Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

ARTICLE 7: DEFINITIONS

- 701 An employee is a person employed by the Employer and covered by this Agreement.
- 702 Regular employment status shall be defined as:
- (a) A "full-time" employee is one who regularly works the hours specified in Article 18.
 - (b) 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 1801.
- 703 A term employee is a non permanent, casual or newly hired employee who is hired in accordance with Article 705. The term employee will be recognized as having either part-time or full-time status for the duration of her term position.
- 704 A "probationary" employee is a newly-hired full-time or part-time employee who has not completed three (3) or four (4) months service respectively, from the date of hiring. This period may be extended if the Employer so requests and the Union agrees. This Article shall apply to all casual employees obtaining a full-time, part-time, or term position.
- 705 Term Positions
- A "term position" shall be for a specific time period or until completion of a particular project within a specific department.
- (a) Term positions shall be of a maximum duration *of* one (1) year unless this period is extended with the agreement of the Union.
 - (b) The Employer will determine whether positions of less than three (3) months will be posted. Where the Employer determines that staff are to be replaced without posting during periods of less than three (3) months, Article 3108 shall apply.

- (c) Term positions of duration of three (3) months or more shall be posted and filled in accordance with Article 12.
- (d) All employees, with the exception of (e) below, may apply for the term position.
 - i) Additional postings shall not be required for the position of the employee who may be awarded the term position.
 - ii) Any additional hours occurring as a result of the filling of a term position, shall be offered to employees in accordance with Article 3108.
- (e) An employee in a term position shall not be eligible to apply for transfer during their probationary period, except where the posted position represents a permanent position or an increased FTE of .2 or greater. An employee on probation who transfers will be required to complete a full probationary period in the permanent position. This period may be extended if the Employer so requests and the Union agrees.
- (f) An employee in a term position may be required to complete the term before being considered for other term positions within the Bargaining Unit.
- (g) A permanent employee awarded a term position shall be subject to the trial period as specified in Article 1403 (a).
- (h) Upon completion of the term position, the employee shall return to her former position.
- (i) In the event that the employee's former position is no longer current, an employee shall be entitled to exercise her seniority in accordance with Article 23.
- (j) Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reason as indicated by the Employer and discussed with the Union, the term position shall be posted as "indefinite term".
 - i) Employees returning from this leave will provide the Employer with as much notice as possible of the date of return.

ii) The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

(k) Maternity/Parental Leave postings shall state on the job posting that the said term position is a "MAT LOA term" which may expire sooner than the date indicated, subject to written notice of a minimum two (2) weeks, or one (1) pay period, whichever is longer.

706 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

707 Anniversary Date shall be the date in which an employee last commenced a permanent full-time or part-time position.

708 "Bidding Hours" shall be the total accrued employment hours within the bargaining unit since date of hire. Bidding Hours are recognized for vacancy selection purposes only.

ARTICLE 8: BULLETIN BOARDS

801 Bulletin board space for the use of the Union will be provided by the Employer. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with the request.

ARTICLE 9: EMPLOYEE BENEFITS

901 Dental Plan

The Parties agree that during the life of this Agreement, the HEBP sponsored Dental Plan will be cost-shared on a 50/50 basis.

902 Healthcare Employees Benefits Plan (HEBP) Disability and Rehabilitation Plan

The HEBP Disability and Rehabilitation Plan shall continue to be implemented for all eligible employees. Effective March 1, 2003 the Employer will contribute to a maximum of two point three percent (2.3%) of base salary to fund the HEBP Disability and Rehabilitation Plan.

The Parties agree that income protection will be used to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.

It is understood that the elimination period for the HEBP Disability and Rehabilitation plan is one hundred and nineteen (119) calendar days.

- 903 (a) The Parties agree to participate in the Healthcare Employees Pension Plan - Manitoba (HEPP) in accordance with its terms and conditions including established contribution rates as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.

Employer and employee pension plan contribution rates to increase as follows:

July 1, 2007: 0.2% increase (resulting in the new rates of 6.8% up to YMPE and 8.4% for earnings in excess of YMPE).

- (b) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this Agreement but shall be subject to adjudication in accordance with the terms of HEPP.
- (c) In the event that the contributions required by the HEPP Plan text are not sufficient to fund the necessary pension benefits, the Parties to this Agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

904 Extended Health Care Plan / Health Spending Account

The following benefit improvements will be applied through HEBP as specified :

1. Extended Health Care Plan:

- April 1, 2009 - All employees who are enrolled or become enrolled in accordance with the options set out below, will be in the HEBP "Enhanced" Extended Health Care Plan.
- Effective April 1, 2009 the "Enhanced" Plan premiums will be paid 50% by the Employer and 50% by the employee.
- There will be a three (3) month enrollment period of Jan 1, 2009 to March 31, 2009 to allow employees currently participating in the "Basic" Plan to either opt into the "Enhanced" Plan or to opt out of Plan coverage altogether.
- Employees not previously in the Plan may revisit their status and either opt into the "Enhanced" Plan provided they are eligible in accordance with their category of employment, or remain out.
- Employees currently in the "Enhanced" Plan must remain in the "Enhanced" Plan.
- New employees hired on or after April 1 2009 will, as a condition of employment, be required to participate in the "Enhanced" Plan subject to plan text enrollment requirements unless they are eligible to waive participation in accordance with the plan text.
- Any other enrollment changes will be as per the HEBP Plan text.

2. Health Spending Account (HSA) :

Effective April 1, 2010 a Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available to top up the existing benefits provided in the HEBP "Enhanced" Extended Health Benefit Plan and the HEBP Dental Plan. The annual HSA benefit amounts shall be:

- April 1, 2010 \$250 for full-time employees
 \$125 for part-time employees
- April 1, 2011 \$500 for full-time employees
 \$250 for part-time employees

*

For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if she/he has been paid for a minimum of one thousand five hundred (1,500) hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.

- A "year" or "the annual HSA benefit" is defined as the calendar year – January 1st to December 31st.
- In order to be eligible for the HSA an employee must be enrolled in the "Enhanced" Extended Healthcare Plan.
- New employees hired on or after April 1, 2010 who become enrolled in the "Enhanced" Extended Healthcare Plan will commence HSA coverage following one (1) year participation in the "Enhanced" Extended Health Care Plan.
- Unutilized HSA monies are not carried over to the subsequent year.

ARTICLE IO: GRIEVANCE PROCEDURE

- 1001 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 1002 An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- 1003 Local Union Representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of three (3) employees so engaged. Such permission shall not be unreasonably withheld.

1004 Step 1/Discussion Stage

Within twenty-one (21) calendar days after the cause of a grievance occurs, the grievor shall attempt to resolve the dispute with her immediate supervisor, who is outside the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work such grievance must be lodged within fourteen (14) calendar days of return.

1005 Step2

If the grievance is submitted but not resolved within the foregoing time period, the grievor and shop steward may, within the ensuing fourteen (14) calendar days, submit the grievance in writing to the next appropriate level of management as determined by the Employer who is outside the bargaining unit, stating all allegations and remedies sought. The Employer shall have fourteen (14) calendar days to respond to the grievance.

1006 Step 3

Failing settlement of the grievance at Step 2, the Union may within fourteen (14) calendar days, submit the grievance in writing to the Executive Director of Human Resources or designate who shall, within fourteen (14) calendar days after receipt of the grievance, render a decision.

1007 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Executive Director of Human Resources or designate.

1008 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the Executive Director of Human Resources or designate.

1009 An employee may choose to be accompanied by a Local Union Representative at any stage of the grievance procedure.

1010 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 11: ARBITRATION PROCEDURE

1101 Within ten (10) calendar days after receiving the reply of the Executive Director of Human Resources or designate and failing a satisfactory settlement, either party may refer the dispute to Arbitration by giving notice to the other party in writing.

1102 Unless both Parties agree to the selection of a Sole Arbitrator within seven (7) calendar days following the matter being referred to Arbitration, each party shall in the next seven (7) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.

1103 The two (2) named members of the Board shall, within ten (10) calendar days, name a third member of the Board who shall be Chairperson.

- 1104 In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- 1105 The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 1106 The Board shall determine its own procedures, but shall provide full opportunity to all Parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
- 1107 The decision of the majority or the Sole Arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be final and binding and enforceable on all Parties, and may not be changed.

1108 Clarification on Decision

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

1109 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints, and
- (b) one-half (1/2) the fees and expenses of the Chairperson or Sole Arbitrator.

- 1110 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an Arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her/him (either the Employer or CUPE as the case may be) shall be responsible for compensating her/him for any salary which would otherwise be lost.

Arbitrations shall be heard within the NOR-MAN Region unless otherwise agreed by both Parties.

ARTICLE 12: SENIORITY

1201 Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered a permanent full-time or part-time position with the Employer, subject to the following conditions:

1202 Seniority shall be the determining factor in matters of promotion, demotion, transfer, lay off, reduction of hours and recall, subject to the employee being able to meet the requirements of the job, having the necessary qualifications and a good employment record.

Seniority, as it relates to vacancy selection shall be considered in the following order:

- (a) Permanent/term employees from the site where the vacancy occurs;
- (b) Casual employees from the site where the vacancy occurs;
- (c) Permanent/term employees from other sites within the region;
- (d) Casual employees from other sites within the region.

1203 The actual accumulation of benefits such as vacation and income protection shall be based strictly on an employee's regular paid hours worked and shall include 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) Workers Compensation up to one (1) year in that appropriate time period.

1204 Seniority will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;
- (d) is laid off for more than thirty-six (36) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

1205 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 full Workers Compensation benefits;

- (9) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) is on an approved parental or adoption leave commencing after July 1, 1988;
- h) Is on education leave to a maximum of two (2) calendar years.

1206 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 absent on Workers Compensation and in receipt of the total and permanent disability benefit established by Workers Compensation;
- (c) is laid off for less than thirty-six (36) months;
- (d) is on the trial period of an out-of-scope position.

1207 (a) The Employer agrees to maintain a seniority list showing the seniority date and hours for each employee. The seniority list shall be posted at each facility and sent to the Union twice annually (March and October).

- (b) Annually, upon written request, a comprehensive list including the name, address and telephone number of each employee shall be sent to the Union. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.

1208 Effective the date of ratification, an employee, upon returning to work following an unpaid leave of absence due to Disability and Rehabilitation, will have her seniority credited with the appropriate number of hours she would have worked during the leave, based on her established FTE at the commencement of the leave. Such credit will not result in accrual of vacation, income protection or retirement bonus.

ARTICLE 13: INCOME PROTECTION

Also refer to Article 31: Special Provisions Re: Part-Time Employees.

1301 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers Compensation Board or by the Manitoba Public Insurance Corporation (MPIC) or Saskatchewan Government Insurance (SGI) shall receive her regular basic pay to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by the MPIC/SGI.

- (a) In the case of medical, dental or chiropractic examinations or treatment, the employee shall be allowed time off with pay to attend such appointments to the extent that she has accumulated income protection credits, with the proviso that:
 - i) If the employee chooses a doctor, dentist or chiropractor outside of her community, such time off with pay will be to a maximum of two (2) hours.
 - ii) Should it be necessary for an employee to attend a doctor, dentist or chiropractor outside of her region by reason of non-availability of service in her region, the employee shall be allowed up to three (3) days off with pay to the extent that income protection credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service.
 - iii) It is understood that the elimination period for the HEBP Disability and Rehabilitation Plan is one hundred and nineteen (119) days. The Parties agree that income protection will be used to offset the elimination period. An employee may claim income protection for a period of time not to exceed the elimination period.

1302 (a) An employee who is unable to report for work due to illness shall inform her Supervisor or designate prior to the commencement of her next scheduled shift(s). An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

Prior to day shift 1½ hours' notice

Prior to evening shift 3 hours' notice

Prior to night shift 3 hours' notice

(b) Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

1303 (a) Income protection shall accumulate at the rate of one and one-quarter (1.25) days per month with no maximum.

(b) Subject to the provisions of Article 1303 (a) of each one and one-quarter (1.25) days of income protection accumulated, one (1) day shall be reserved exclusively for the employee's personal use as outlined in Article 1301. The remaining one-quarter (.25) of a day shall be reserved for either the employee's personal use or for use in the event of family illness as outlined in Article 1314 or to offset the waiting period for Employment Insurance (EI) benefits for maternity/parental leave as outlined in Article 1705. 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 (.75) of a day and amend one quarter (.25) of a day to read one-half (.5) of a day.

1304 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.

- 1305 Except as provided in Article 1209, income protection credits will accumulate on the same basis as seniority is accrued under Article 12.
- 1306 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- 1307 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits. Such certificate shall not be required without cause after an absence of less than three (3) days.
- 1308 (a) If an employee is to be absent for illness for a period exceeding her income protection, including Employment Insurance (EI) credits, she must request, or cause someone on her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.
- (b) An employee who is accepted for benefits under the HEBP Disability and Rehabilitation Plan, to commence immediately following the elimination period, will be entitled to unpaid leave of absence of up to two (2) years.
- 1309 Upon written request, the Employer shall provide the employee, in writing, of the amount of her accrued income protection within three (3) days of the request.
- 1310 Income Protection and Workers Compensation

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

By application from the employee, the Employer will supplement the award made by the Workers Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. The Employer's supplement shall be charged to the employee's accumulated income protection credits. Such supplementation shall continue until the employee's income protection credits are exhausted or for a maximum period of one hundred and nineteen (119) days from the first day of supplement.

Regular net salary will be based on the employee's basic salary (exclusive of overtime and premiums) less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions, and any benefit plan contributions which are waived under the terms of the plan.

Subject to the provision of each plan, the employee may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan and life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

If at any time it is decided by the Workers Compensation Board that a supplement paid by an Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by the Workers Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.

Further to this, the Facility shall notify Workers Compensation of salary adjustments at the time they occur.

- 1311 Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Employer requesting an advance subject to the following conditions:
- (a) Advance payment(s) shall not exceed the employee's basic salary, 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 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 payments to be paid directly to the Employer to offset the total amount of the advance.
 - (d) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
 - (e) Upon 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.

1312 Work Assessment

Where the Workers Compensation Board recommends a work assessment period or a modified return to work period, the Employer upon official written request, will make reasonable effort to arrange for such assessment/return, subject to WCB covering all related costs.

1313 MPIC / SGI Advance

- (a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance Corporation, or Saskatchewan Government Insurance. The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by MPIC or SGI.
- (b) Subject to (a), where an employee has applied for MPIC or SGI benefits and where a loss of normal salary would result while awaiting the MPIC or SGI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
 - i) Advance payment(s) shall not exceed the employee’s basic salary as defined in Article 2101 (exclusive of overtime), less the employee’s usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
 - ii) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPIC or SGI decision is rendered. 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 MPIC or SGI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPIC or SGI directly to the employee.
- (d) In the event that MPIC or SGI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.

- (e) Upon 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.

1314 Family Illness

Subject to the provisions of Article 1303 (b), an employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who resides with the employee, for whom the employee is a legal guardian.

Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

- 1315 The Employer agrees that unused income protection credits accumulated prior to the effective date of this Agreement shall be maintained.

ARTICLE 14: VACANCIES, PROMOTIONS, AND TRANSFER

- 1401 All vacant positions which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, current or anticipated shift, and wage rate. A copy of the posting shall be given to the Secretary of the Local Union or designate.
- 1402 (a) Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified in writing of the disposition of her application. The name of the successful applicant for any position which falls within the scope of this Agreement will be sent to the Secretary of the Union where there are internal applicants.
- (b) Whenever possible, an employee appointed to a vacant or new position shall commence the job within four (4) weeks after the date of notification
- 1403 (a) All promotions and voluntary transfers are subject to a three (3) month trial period in the case of a full-time position and a four (4) month trial period in the case of a part-time position.

- (b) Conditional upon satisfactory performance, she shall be declared permanent after the trial period.
- (c) During the trial period, shall be returned to her former position without loss of seniority:
 - i) by the Employer when she proves to be unsatisfactory in the new position, or
 - ii) voluntarily by the employee upon providing a reasonable explanation to the Employer.

Notwithstanding Article 1401, should an employee elect to return to her former position in accordance with i) or ii) above within twenty-eight (28) days after commencing the position, the next most senior qualified applicant will be awarded the position as per Article 1202.

1404 When an employee is promoted, her new and future salary will be determined as follows:

- (a) The new salary will be at the rate of her new classification which provides the equivalent of one increment step in relation to the wage rate in her new classification. For the purposes of calculation, this increment shall be at least equal in value to the difference between the Start rate and Step 1.
- (b) Subject to Article 2104, the subsequent increments, if any, shall be due on the anniversary date of the employee's date of employment.

1405 If an employee voluntarily or involuntarily transfers to a lower or equally paid classification, she shall be paid at the same increment step in the new classification as she was at the old classification.

1406 An employee, who through advancing years or disablement is unable to perform her regular duties, shall be given preference for transfer to any suitable job which is open and which requires the performance of lighter work for which she is capable. She would be paid at the same increment step in the new job as she was in her previous job.

- 1407 (a) Employees shall not be eligible to apply for transfer during their probationary period, except where the posted position is permanent and represents a promotion, or an increase in FTE. A probationary employee who transfers will be required to complete a full probationary period in the new position. This period may be extended if the Employer so requests and the Union agrees.
- (b) Employees shall not be eligible to apply for transfer during their trial period in a permanent position, except where the position applied for represents a promotion, increase in FTE or the opportunity to exclusively work on the day shift.
- 1408 Employees shall be encouraged to improve their abilities by participation in available training programs.
- 1409 After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her employment at the Facility.
- 1410 For preauthorized 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 her employment. Proof of successful completion will be required.
- 1411 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.
- 1412 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.

- 1413 An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.
- 1414 Where the Employer requires an employee to attend educational events or staff meetings during non-working time, the Employer shall pay for the time of such attendance at straight time rates. 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.

ARTICLE 15: VACATION

Also refer to Article 31: Special Provisions Re: Part-Time Employees.

- 1501 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.
- 1502 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.
- 1503 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.

1504 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%)

1505 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. 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.

1506 Employees shall not be paid for any vacation granted in excess of their actual earned vacation.

1507 (a) 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.

(b) Where an employee is subpoenaed for jury duty or is in receipt of WCB benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.

1508 (a) Projected vacation entitlement lists for each department will be distributed and posted by March 1st of each year.

(b) There shall be two (2) vacation by seniority request dates each year. These shall be April 1st and November 1st of each year. The Employer will post the vacation schedule not later than May 1st, and December 1st, having given due consideration to employee preference and individual circumstances including seniority, and operational requirements. Such vacation may be changed due to extenuating circumstances of the employee(s) or 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.

(c) Employees may submit their vacation request on April 1st for either the entire vacation year, or just for the period of May 1st to November 30th.

(d) Between May 1st and October 31st, employees may submit additional vacation requests for the period of May 15th, to November 30th only. Such requests will be approved on a first come basis and shall not disrupt the approved vacation schedules. Requests made shall be submitted at least two (2) weeks in advance of the requested dates.

(e) Vacation requests submitted on November 1st, shall be for the period of December 1st to April 30th, requesting all outstanding vacation for the remainder of the vacation year. Such vacation requests shall not disrupt approved vacations of employees who submitted such requests as per (c) and (d) above.

- (f) An employee who transfers to another department after her vacation request has been approved, may be required to resubmit a vacation request to the Manager/designate of the new department, should the Manager not be able to accommodate the original approved vacation.
 - (g) 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.
- 1509 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.
- 1510 Two (2) additional paid days travel time shall be granted an employee each year, pro-rated on regular hours worked for part-time employees. Such travel time shall be scheduled as per the timelines of Article 1508.
- 1511 The Employer will consider requests for vacation pay advances on an individual basis.
- 1512 Long Service Recognition – Vacation
- In recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation calendar year in which the anniversary date falls and are not cumulative.
- Part-time employees shall be entitled to a pro-rata portion of this benefit.
- 1513 Schedules may be adjusted to accommodate vacation requests in accordance with Article 1805.

1514 Employees will generally not be requested to work during a period of vacation. For those employees occupying more than one position, refer to Article 3206. An employee called into work while on vacation shall be paid at overtime rates as provided in Article 1902 and shall be paid vacation pay as scheduled.

ARTICLE 16: GENERAL HOLIDAYS

1601 The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional days pay at the basic rate shall be granted in lieu:

New Year's Day (January 1 st)	Remembrance Day
Jour de Louis Riel Day	Victoria Day
Good Friday	August Civic Holiday
Easter Monday	Thanksgiving Day
Canada Day (July 1 st)	Christmas Day (Dec. 25 th)
Labour Day	Boxing Day

and any other day proclaimed as a holiday by Federal or Provincial authorities.

1602 An employee required to work on a general holiday will be paid at the rate of time and one-half (1½) her basic rate of pay.

1603 Subject to Article 1606 below, an employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

1604 If a general holiday falls on the regular day off of an employee or during her annual vacation, she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days after the holiday, an additional days pay at the basic rate shall be granted in lieu

1605 A day off given in lieu of a recognized holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.

1606 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.

1607 Full-time employees shall be allowed to bank up to four (4) alternative days off in lieu of general holidays, for the employee's 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.

1608 The purpose of this Article is to ensure as much as reasonably possible, that employees who specify their preference have the opportunity to either receive time off or work during Christmas or New Years. In that regard, the following process will be followed:

- (a) On October 1st of each year, the Employer will post:
 - i) a form that allows employees to identify if they would like time off during Christmas or New Years. As much as reasonably possible, Christmas Eve and Boxing Day will be assigned to Christmas Day; and New Year's Eve will be assigned with New Year's Day unless otherwise mutually agreed.
 - ii) a form that allows employees to identify the days that they would like to work during Christmas or New Years.
- (b) Employees will have until October 15th to identify preferences.
- (c) The Employer will review preferences and approve requests based on available resources, operational requirements, and the previous year's Christmas/ New Year's schedule.
- (d) In order to grant time off, the Employer will facilitate shift interchanges where necessary in accordance with Article 1811.
 - i) For this Article only, shift interchanges are not required to be of equal length.
 - ii) This may result in the employee's FTE not being met during this period.

- (e) Should an interchange not be possible, the Employer will discuss further options that may be available to the employee (i.e. Unpaid leave of absence).
- (9) If the Employer is unable to grant the request, the employee will be expected to work her posted schedule hours.

ARTICLE 17: LEAVE OF ABSENCE

Also refer to Article 31: Special Provisions Re: Part-Time Employees.

- 1701 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give two (2) weeks' notice except in an emergency. Such requests shall not be unreasonably denied
- 1702 (a) An employee who is granted a leave of absence or is on leave from the workplace for up to two (2) years will be returned to her former position upon her return at her former increment step.
- (b) When an employee is off beyond two (2) years, the position will be posted as a permanent position.
- (c) An employee not reinstated into her former classification on return from leave of absence under Article 1702 a) will receive preferential consideration for the first suitable available vacancy within the site for which she possesses the qualifications and ability sufficient to perform the required work.
- (d) Should there be no suitable vacancy the employee shall have first preference for available hours under the guidelines of Article 3108 (a) , provided she possesses the qualifications and ability sufficient to perform the required work. Such assignment of shifts will not result in her working in excess of her previous FTE commitment. For the purposes of this application only, the employee shall be deemed the senior part-time employee under Article 3108 (a). This provision will be forfeited once a thirty-six (36) month period has elapsed from the date of initial return to work

1703 Parenting Leave

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

1704 Parental Leave – Maternity

A) Plan A

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

- (a) An employee must have completed 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 requested.
- (c) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
- (d) A full-time employee may choose to receive up to five (5) days' payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance.

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect her paid hours of work within the previous fifty-two (52) weeks. Such days that may be utilized for this purpose will be as set out in Article 1303 (b).

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

B) Plan B

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

(a) have completed six (6) continuous months of employment with the Employer;

(b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;

(c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

(d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.

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

- (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and
 - (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
3. An employee who qualifies is entitled to a maternity leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 1704 A) (e);
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 1704 A) (e);
 - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the Plan B as follows:
- (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;

- (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;
 - (c) all other time as may be provided under Article 17, shall be on a leave without pay basis.
5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least *two* (2) weeks or one (I) pay period, whichever is longer, before the date she wishes to end the leave.
 6. Plan B does not apply to term employees.
 7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

1705 Parental Leave – Paternity

An employee shall receive Parental Leave without pay of up to 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 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 the day specified in the application as the day on which the employee intends to commence the leave.
- (d) Parental Leave must be completed not 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.

1706 Parental Leave – Adoption

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

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence Adoption Leave upon one (1) day's 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 be completed no later than the first (1st) anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

1707 An employee may end her parental leave earlier than thirty-seven (37) weeks by giving the Employer written notice at least two (2) weeks, or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. On return from Maternity and/or Parental Leave, the employee shall be placed in her former classification and shift schedule at the same increment step. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in Article 1702 above will apply.

1708 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 or rescheduled to a mutually agreeable time by the number of paid bereavement days they are entitled to in accordance with Article 1708 (a).

1709 Necessary time off up to one (I) day at basic pay will be granted an employee to attend a funeral as a pallbearer.

Necessary time off up to one (1) day at basic pay may be granted an employee to attend either a funeral or initial memorial service as a mourner.

1710 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.

1711 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/employee benefit programs.

1712 Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

1713 Union Leave

Upon at least two (2) weeks (or more if reasonably possible), prior written request to the Employer, an employee elected or appointed to represent the Union at a Convention or other Union function, shall be granted necessary leave of absence, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department for this purpose. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union. The Union will provide the Employer with written confirmation of dates requested.

1714 An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during her term of office. Such employee may receive her pay and benefits as provided for in this Agreement subject to total recovery of payroll and related costs by the Employer from the Union.

1715 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her term of office.

1716 Compassionate Care

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.

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

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

- (e) A family member for the purpose of this Article shall be defined as:
 - (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) a parent of the employee or a spouse or common-law partner of the parent;
 - (iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.

- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Articles 1203 (c) & 1205 (d). (unpaid leaves)
- (h) Subject to the provisions of Article 1303 (b), an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Articles 1708 and 1709.

1717 Two (2) days of leave (scheduled daily hours, to a maximum of fifteen and one-half (15.5) hours) without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child. This leave shall be taken within the two (2) calendar weeks following the child's date of birth or arrival in the home.

1718 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, or may be submitted at any time throughout the year, as discretionary days. The allocation of vacations with pay under the provisions of Article 15 shall have priority over the allocation of Northern Leave. Northern Leave credits must be taken by April 30th, and will only be paid out in extenuating circumstances.

ARTICLE 18: HOURS OF WORK

- 1801 Regular hours of work for all full-time employees will be:
- (a) seven and three-quarters (7.75) hours per day excluding meal periods and including rest periods; and
 - (b) thirty-eight and three-quarters (38.75) hours per week;
 - (c) seventy-seven and one-half (77.5) hours biweekly.
- 1802 The meal period will be scheduled by the Employer and will not be less than one-half (.5) hour or more than one (1) hour in duration.
- 1803 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.
- 1804 This Article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this Agreement
- 1805 Shift schedules for each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee except as provided for in Article 1302 (b). Where seven (7) calendar days of such notice is not given to the employee, she shall receive payment at the applicable overtime rate for all such work performed.
- 1806 Shift patterns, unless otherwise mutually agreed, shall provide for the following:
- (a) An employee shall not be required to change shifts without first receiving a minimum of two (2) consecutive shifts off duty (minimum 15 hours), unless otherwise agreed to between the employee and the Employer.

- (b) An employee shall be granted as great a number of weekends off as is reasonably possible with a minimum of every third (3rd) weekend Off.
 - (c) No employee shall be scheduled to work more than eight (8) consecutive days (less if reasonably possible).
 - (d) Days off will be consecutive wherever possible.
 - (e) Where possible and providing there is no additional cost to the Employer, employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift. There shall be at least as great a number of day shifts assigned as there are night (evening) shifts with each standard rotation. This may be amended if the majority of employees affected are in agreement.
- (9) A full-time employee who is receiving the minimum of every third (3rd) weekend off and who works the third (3rd) shift (commencing at or about 1600 hours) on the Friday before that weekend off, shall not be required to return to work until the second (2nd) shift (commencing at or about 0800 hours) on the Monday following.
- 1807 Where the Employer plans to implement a split shift the Union will be notified in advance. There shall be no split shifts unless by mutual agreement between the Employer and the employee.
- 1808 (a) An employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at her basic rate of pay; however, when such employee works for any portion of her scheduled shift, she shall receive pay for that entire shift.
- (b) Except as provided in Article 3108 (c) when an employee is called in to work a full shift as provided in Article 1801 within one (I) hour of the start of the shift, and reports for duty within one (I) hour of the start of the shift, she shall be entitled to pay for the full shift. In such circumstances, the scheduled shift hours shall not be extended to equal a full shift.

1809 For identification purposes, shifts will be named as follows:

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

1810 In cases where a shift commences at a time other than one of those specified in Article 1809, the shift shall be considered to be the one in which the majority of hours falls.

1811 Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to interchange shifts with the applicant. These requests are subject to the approval of the Department Head or designate and shall not result in overtime costs to the facility. Any such shift interchanges will be equal in length.

Within one (I) month of ratification, The Employer agrees to implement a CUPE Shift Interchange procedure for a six (6) month trial period that allows casual employees to enter into a shift interchange if she has a posted scheduled shift to interchange with the applicant. Upon the completion of the trial period, the Parties agree to review the trial at a Labour Management meeting, with the intent of extending the process if it was satisfactory to the Parties, or amending the process if necessary.

1812 (a) An employee who is required to remain in the work site during the meal period, shall receive pay at overtime rates for the entire meal period.

(b) An employee whose meal period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

ARTICLE 19: OVERTIME

Also refer to Article 31: Special Provisions Re: Part-Time Employees.

- 1901 Overtime shall be the time worked in excess of the daily and biweekly hours of work as specified in Article 18, or in excess of the normal full-time hours in the shift pattern in effect in the department, such time to have been authorized in such manner and by such person as may be authorized by the Employer. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1902.
- 1902 (a) Employees shall receive one and one half (1½) times their basic rate of pay for the first three (3) hours of authorized overtime in any one (I) day.
- (b) Employees shall receive two (2) times their basic rate of pay for authorized overtime beyond the first three (3) hours in any one (I) day.
- (c) Overtime worked on any scheduled day off, shall be paid at the rate of two (2) times the employee's basic salary.
- (d) All overtime worked on a general holiday shall be paid at two and one-half (2½) times the employee's basic rate of pay.
- 1903 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. Such time shall be taken by the employee prior to March 31st of any year or paid out.
- 1904 An employee who is absent on paid time off during her scheduled work week shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.
- 1905 Employees working two (2) consecutive full shifts as provided in Article 1801 will be paid at double time (2x) for the second shift.

- 1906 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.
- 1907 A full-time employee required to report back to work outside her regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of her next scheduled shift she will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.
- 1908 An employee required to work overtime for a period in excess of two (2) hours immediately following her hours of work shall be supplied with a meal and if this is not possible, a payment six dollars (\$6.00) will be made. Effective January 1, 2010 a payment of seven dollars (\$7.00) will be made in lieu.
- 1909 An employee shall not be required to lay off during regular hours to equalize any overtime worked.
- 1910 Shifts worked when time switches from Central Standard to Daylight Saving Time and vice-versa shall be paid at straight time rates for actual hours worked.

ARTICLE 20: SHIFT AND WEEKEND PREMIUM

- 2001 (a) An employee required to work the majority of her hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift.

The above allowance shall be applicable from 1600 hours to the termination of the day shift on a twelve (12) hour shift pattern during which at least two (2) hours are worked between 1600 hours and the termination of the shift.

(b) 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.

2002 Shift Premium and Weekend Premium will not be payable while an employee is receiving overtime rates.

2003 Weekend Premium

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.

2004 Employees assigned a schedule of only night shifts or evening shifts on a permanent basis will receive shift premium while on paid vacation.

ARTICLE 21: SALARIES AND INCREMENTS

2101 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.

2102 (a) Employees shall be paid every two (2) weeks;

(b) If an employee covered by this Agreement has not received wages in any one (I) pay period resulting in a shortfall of wages of at least the equivalent of one (I) normal day's pay, such pay will be provided within three (3) business days, upon request from the employee.

2103 (a) Health Care Aide (non certified) shall progress to the Health Care Aide (certified) classification at the same increment level upon the successful completion of an approved Health Care Aide course, or equivalent .

(b) Where an employee, excluding health care aides is hired who does not possess certain required qualification(s) and where attainment of these qualification(s) is a condition of employment, the employee shall be eligible for increments provided that she furnishes proof of enrolment and satisfactory progress towards the completion of the course.

2104 Increments shall be due on the anniversary date of the employee's date of employment. When an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.

2105 (a) 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. placement on that higher salary scale will be in accordance with Article 1404 (a) .

(b) 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.

2106 On Call Premium

An employee who is designated by the Employer to be available on call, immediately available by telephone contact to report to work without undue delay, shall be entitled to payment of one (1) hours' basic pay (two (2) hours' basic pay effective April 1, 2010) for each eight (8) hour period or a pro rata payment for any portion thereof.

The employee will leave her employment immediately after she has completed the work for which she was called and resume her "on call" status.

The "on call" premium will not apply during any period when the employee is performing duties at the site.

- 2107 An employee who is assigned on call and returns to work on a "call-back" shall be paid the provincial mileage 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.
- 2108 When an employee reports to work and is requested to work in a lower paid classification the employee shall be paid her current rate of pay.
- 2109 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.

ARTICLE 22: RETIREMENT BONUS

2201 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 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 service with the Employer, whose age plus years of service equal eighty (80);

shall be granted retirement bonus on the basis of four (4) days per year of employment calculated in accordance with Article 2202.

2202 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 on the date of retirement.

Calculated as follows:

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

2203 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 an employee chooses lump sum payment. Where an employee chooses the option of continuation of salary, pre-retirement leave will not accrue.

2204 Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment as per Article 2202.

ARTICLE 23: LAY OFF AND RECALL

2301 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 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.

Notice of lay off shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union. An employee who is on lay off shall not be entitled to notice of lay off when she returns to work on an incidental basis.

In lay offs as per (a) 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 effect 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.

- 2302 The Employer will provide the Union within fourteen (14) days, an updated seniority list identifying the name, position, and FTE of employees within the Bargaining Unit.

- 2303 When reducing staff, senior employees within the site shall be retained, providing their qualifications and ability are sufficient to perform the required duties.
- 2304 If the lay off is expected to be temporary (of not more than six (6) weeks' duration), employees shall be laid off in reverse order of seniority within the department affected.

If the lay off is expected to or actually does exceed six (6) weeks' duration, an employee shall be entitled to exercise her seniority to displace an employee in any classification with the same or lower salary range within the site, provided she possesses the qualifications and ability sufficient to perform the required work, or to accept lay off. Where due to seniority level this is not possible, an employee shall then be entitled to exercise her seniority to displace any employee in any classification with the same or lower salary range within the sites comprising the Regional Health Authority, provided she possesses the qualifications and ability sufficient to perform the required work, or to accept lay off. An employee thus displaced shall have the same rights. When exercising her seniority, an employee shall not be entitled to displace into more than one established position within the Regional Health Authority.

For the purpose of interpreting the meaning of "same or lower salary range", it is agreed that classifications will be considered to be the same provided that the maximum of the salary range the employee is considering bumping into is within one per cent (1%) of the maximum of the salary range for the position currently held by the employee.

Should the employee bump into a position with a salary range considered to be the same, she will be paid at the same increment level that she currently holds.

2305 Laid off employees shall be recalled in order of seniority to vacancies occurring at the originating site and at other sites within a fifty (50) kilometre radius of the originating site. Such recall shall be to vacancies in equal or lower paid classifications and in equal or lower FTE status provided that the employee possesses qualifications and ability sufficient to perform the required work. This will not preclude the employee from requesting in writing, at the time of lay off or subsequently, recall to sites outside the fifty (50) kilometre radius.

Recall shall be made by registered mail or by personal service and shall provide for at least one (I) weeks' notice to report back to work. To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with her current address and further, must inform the Employer of any address changes.

An employee who exercises her rights under this Article shall be entitled to a familiarization period.

2306 Notwithstanding Article 3108 (a) additional available shifts shall be offered to an employee on lay *off*, before part-time and casual employees, provided she possesses qualifications and ability sufficient to perform the required work. The employee on lay off will receive preferential consideration for the assignment of such shifts provided that this will not result in her working in excess of her regular FTE commitment. Notwithstanding Article 1811, when an employee does not work part or all of said additional available shift(s), for any reason, payment shall be made only in respect of hours actually worked.

In the event the employee accepts additional available shifts, the provisions of the Collective Agreement shall be applicable except as modified hereinafter:

- (a) Vacation shall be calculated in accordance with Article 1503 and shall be paid at the prevailing rate for the employee on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay;

(b) Income protection accumulation shall be calculated as follows:

$$\frac{\text{Additional available hours worked by the laid off employee}}{\text{Full-time Hours}} \times \text{Entitlement of Full-time Employee}$$

(c) Seniority shall be calculated in accordance with regular hours worked;

(d) The employee shall be paid four point six two percent (4.62%) of the basic rate of pay in lieu of time off on recognized holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque;

(e) Participation in benefit plans is subject to the provisions of each plan.

Any period of time during a lay off when the employee works additional available shifts or works in a term position shall not extend the three (3) year period referenced in Article 12. However, an employee on lay off who is recalled into a term position shall retain her right to be recalled into a permanent position while working in the term position.

2307 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

2308 An employee 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 employee's recorded address and must be prepared to begin work at a time designated by the Employer.

2309 The right of an employee who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:

(a) if the employee did not communicate with the Employer as specified in Article 2308, or;

- (b) if the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer, or;
- (c) a thirty-six (36) month period has elapsed since the initial date of lay Off.

2310 Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.

2311 In the event of a permanent lay off; accumulated vacation, general holidays, and banked overtime will be paid out at the time of the lay off. In the event of a temporary lay off; an employee may request to have their accumulated vacation, general holidays and banked overtime paid out. All remaining banks will be paid out at the appropriate year end.

2312 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that she declines employment in a lower classification or lower FTE than she held prior to lay off, shall not terminate for failure to report for duty in that instance.

2313 Employees who are absent from work due to a leave of absence for any reason shall be advised of lay off in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

ARTICLE 24: TRANSPORTATION ALLOWANCE

2401 Effective the date of ratification, employees required to use their own personal vehicle for Employer business which has been pre-authorized by the Employer, shall be reimbursed in accordance with the prevailing Province of Manitoba mileage rates with a minimum payment of three dollars and fifty cents (\$3.50) per return trip.

ARTICLE 25: TERMINATIONS

2501 An employee may terminate her employment by giving two (2) weeks' written notice, exclusive of vacation.

- 2502 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 an employee without recourse to the grievance procedure, or
 - (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 2503 The Employer may give equivalent basic pay in lieu of notice.
- 2504 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 26: DISCIPLINE AND ACCESS TO PERSONNEL FILE

- 2601 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Executive Director, Human Resources or designate. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the Union Representative.
- 2602 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union Representative if she so desires.
- 2603 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.

- 2604 Upon written request, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file at her own expense.
- 2605 An employee accompanied by a Union Representative if she so elects, may examine her personnel file on request within seven (7) calendar days. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 2606 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 27: COMMITTEES

2701 Labour/Management Committee

- (a) 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 their Facility, including unresolved workload concerns as specified and documented.
- (b) The Labour/Management Committee shall be composed of equal representation from the Employer and the Union with the total committee representation not to exceed eight (8) members. Additionally, the Union committee may have a representative from the Canadian Union of Public Employees.

- (c) The Committee shall meet a minimum of four (4) times per year at a mutually agreeable time and when required by either party at a mutually agreeable time within ten (10) calendar days of written notice being given by either party. An agenda will be prepared by the calling party with input from the other party and shall be distributed four (4) calendar days prior to the meeting taking place.
- (d) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Should circumstances dictate, this shall not preclude the Employer and the Union from meeting to discuss mutually agreed upon site specific Labour/Management issues.

- (e) Union Representatives shall be entitled to attend Committee meetings without loss of pay. Expenses (travel, etc.) incurred by the Union Representatives shall be borne by the Union.
- (9) The Parties agree that it is within the jurisdiction of the Labour/Management Committee to review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports

2702 Workplace Safety and Health Committee

- (a) A joint Workplace Safety and Health Committee shall exist within each site to examine all aspects of safety and health within the site. Union representation on the committee shall not exceed three (3) members who shall be appointed by the Union;

- (b) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with *The Workplace Safety and Health Act of Manitoba* and will comply with *The Workplace Safety and Health Act of Manitoba*;
- (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices within the site. The duties of the committee include:
 - i) the receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers;
 - ii) participation in the identification of risks to the safety and health of workers or other persons, arising out of or in connection with activities in the workplace;
 - iii) the development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;
 - iv) co-operation with the occupational health service, if such a service has been established by the Employer;
 - v) co-operation with a Safety and Health Officer who is exercising his duties under *The Workplace Safety and Health Act*;
 - vi) the development and promotion of programs for education and information concerning safety and health in the workplace;
 - vii) the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee; and
 - viii) such other duties as may be specified in *The Workplace Safety and Health Act* regulations.
- (d) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members and posted on appropriate bulletin boards.
- (e) Unresolved issues shall be referred to the Executive Director of Human Resources and a response shall be provided to the Workplace Safety and Health Committee within a reasonable period of time.

- (9) A Committee member who attends a meeting outside of scheduled hours of work shall be paid for the time of the meeting at their regular rate of pay.

2703 Violence In The Workplace

The Employer and the Union agree that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.

Any employee, who believes a situation may become abusive, shall report same to the immediate supervisor. Every reasonable effort will be made to rectify these situations to the mutual satisfaction of the Parties.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual. Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

ARTICLE 28: TECHNOLOGICAL CHANGE

2801 Technological change shall mean the introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change which will displace or affect the classification of employees in the Bargaining Unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.

- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

2802 Transfer Arrangements

An employee who is displaced from her job as a result of technological change shall be given an opportunity to fill any vacancy within the site of current employment for which she has the qualifications and ability to perform. If there is no vacancy within the site of current employment, she will be given the opportunity to fill any vacancy within a fifty (50) kilometre radius of the originating site within the Region for which she has the qualifications and ability to perform. This shall not preclude the employee from requesting consideration for vacancies outside the fifty (50) kilometre radius. If there are no vacancies, she shall have the right to utilize the provisions of Article 2304.

2803 Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

ARTICLE 29: CHANGES IN CLASSIFICATION

- 2901 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classifications fails within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. All employees directly affected by such change shall be notified by the Employer and a copy of the revised job description will be made available at the request of the employee.

- 2902 Unless the Union objects in writing within **thirty** (30) days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this Agreement.
- 2903 If the Union files written objection, then the Parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 2904 Failing agreement, the matter may be referred to arbitration in accordance with Article 11.
- 2905 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.
- 2906 At any time after an employee has been in a classification for three (3) months, she shall have the right to request a review of her classification, if she feels that the duties of the job have **substantially** changed from those of the classification job description.
- 2907 The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.
- 2908 If the decision given in Article 2907 is not satisfactory to the employee, she may then treat this request for change in classification as a grievance as laid out in Article **IO**.
- 2909 The job description shall be the recognized job description until the Union is notified in accordance with Article 2901 or 2910.
- 2910 If at any time the Employer changes an existing job description the Union will receive the revised copy of same, and changes to the job description shall be posted on the staff bulletin boards.

ARTICLE 30: UNIFORM/CLOTHING ALLOWANCE

3001 Employees who are required to wear uniforms at their work, will be so informed by the Employer and will be provided without cost. In such cases, laundering will also be provided. Uniforms supplied by the Employer may not be worn outside the hospital.

Individually purchased uniforms of a type conforming to the Employer's dress policies may be worn. The Employer shall not be responsible for laundering or repair of such.

The cost of such uniforms not returned upon termination shall be deducted from the employee's wages.

3002 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.

3003 Where the Employer requires that safety shoes be worn, the employee shall be provided with a safety shoe allowance to a maximum of one hundred dollars (\$100) per year upon presentation of a receipt for the purchase of CSA certified safety footwear. New employees will receive the allowance upon completion of their probationary period. The employee may request in writing, to carry forward the footwear allowance for one (I) year only. An employee must wear safety shoes at all times while at work.

ARTICLE 31: SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES

3101 Income Protection in case of Illness

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

$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}}$	X	Entitlement of a Full-time Employee
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3102 Part-time employees shall be paid income protection where the employee had been scheduled fourteen (14) calendar days in advance.

3103 Annual Vacations

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

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

Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern the amount of vacation pay for the current vacation year. A part-time employee will only be able to take paid vacation hours off work in accordance with her established FTE. Vacation pay accrued above her established FTE will be taken as vacation payout only at regular rate of pay.

3104 General Holidays

Part-time employees will be paid four point six *two* percent (4.62%) of their basic pay in lieu of time off on general holidays. Such holiday pay shall be included in each regular paycheque.

Effective the date of ratification, general holiday pay earned shall be considered as paid hours for the purpose of accruing seniority.

3105 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or biweekly hours of work as specified in Article 18 , or the applicable 12 Hour Shift Letter of Understanding.

3106 Increments

A part-time employee shall receive increments on the basis of one (I) increment for each *two* thousand and fifteen (2015) regular hours worked in a full-time or part-time position and the increment shall apply to the biweekly period next following the completion of two thousand and fifteen (2015) regular hours.

3107 Assignment

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

- 3108 (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be 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.

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

- (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.

- (c) i) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
- ii) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.
- iii) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits, and general holiday pay in accordance with Article 3104.
- iv) No benefits other than those referenced in ii) and iii) above shall be based on additional casual shifts.
- v) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 705, she shall be entitled to income protection benefits as per Article 3102 and bereavement leave.

(d) A part-time employee who works additional available hours in a lower paid classification shall be remunerated in accordance with Article 1405. An employee who works additional available hours in a higher classification shall be remunerated in accordance with Article 1404 (a).

3109 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 a secondary classification. It is further understood that this shall be an exception to the rule, therefore where the Union advises 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.

3110 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 in excess of the daily or biweekly hours of work, as specified in Article 18 or the applicable Letter of Understanding.

ARTICLE 32: SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES OCCUPYING MORE THAN ONE POSITION

Notwithstanding the provisions provided elsewhere in this Agreement, it is agreed that the following will apply to employees occupying more than one (1) part-time position. It is understood that the occupying of more than one (1) position may occur within the site(s) of the Employer.

3201 Part-time employees shall be eligible to apply for and be awarded more than one (1) part-time position. Where it is determined that it is not feasible for the successful applicant to work in more than one position, the successful applicant will have the option of assuming the position applied for and relinquishing her former position. If approved it is understood that at no time will the arrangement result in a violation of this Agreement or additional cost to the Employer.

3202 At no time shall the sum of the positions occupied exceed the equivalent of one (1) FTE.

3203 Where the sum of the positions occupied equals one (1) FTE, the status of the employee will continue to be part-time (i.e. the status will not be converted to full-time), and the provisions of Article 31 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.

3204 All salary and benefit plans shall be applied on the basis of all regular hours worked.

3205 Seniority, vacation, income protection and retirement bonus shall be accrued on the basis of regular hours worked.

3206 Requests for scheduling of such absences as vacation, paid or unpaid leaves of absence shall be submitted to each department/site supervisor/manager and will be considered independently based on the operational requirements of each department/site.

An employee on an approved vacation in one position, and working in the second position shall be paid at straight time rates for regular hours worked in that position.

- 3207 Employees taking on an additional position will be subject to a (4) four-month trial in accordance with Article 1403.
- 3208 Where an approved arrangement is subsequently found to be unworkable by the Employer, upon two (2) weeks' written notice, the affected employee will be required to relinquish one (1) of the positions occupied. The employee shall have the option of being offered additional available shifts in the same occupational classification and at the same site where the position was relinquished and in the same manner as laid off employees are offered such shifts under Article 2306. Such preferential consideration shall apply for a period of one (1) year or until such time as the employee secures an alternate position, whichever occurs first.
- 3209 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.
- 3210 The provisions of Article 1806 b) may be waived by mutual agreement between the Employer and the employee.

ARTICLE 33: SPECIAL PROVISIONS RE: CASUAL EMPLOYEES

- 3301 The words "casual employee" shall mean a person who replaces an absent employee or is called in to supplement staff coverage in emergency situations. The terms of this Agreement shall not apply to such casual employee, except:
- (a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay 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 the shift premium(s) outlined in Article 20.

- (d) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 1602.
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Articles 1901, 1902 (a), (b) and (d).
- (9) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees as stated in Article 2.
- (g) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
- (h) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (i) A casual employee reporting for work as requested by the Employer and finding no work available shall be assigned work for three (3) hours' pay at her basic rate of pay.
- (j) Effective August 28, 1999 casual employees shall commence accruing bidding hours for the purpose of vacancy selection only. Where a vacancy is not awarded to a permanent employee in accordance with Article 1202, 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, having the necessary qualifications and a good employment record. When a casual employee obtains a term or permanent position, said casual employee will have the bidding hours brought forward to the term or permanent position for future vacancy selection purposes only.
- (k) A casual employee shall be paid four point six two percent (4.62%) of their basic pay in lieu of general holidays. Such general holiday pay shall be included on each regular pay cheque.
- (l) A full-time or part-time employee who resigns and who, within thirty (30) calendar days, is rehired as a casual employee shall be paid at the same increment step as she received in her former position.

- (m) Articles 10 and 11 herein apply only with respect to the terms of this Article.
- (n) Casual employees will be awarded shifts based on Articles 3108 and 3301 (o).
- (o) 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 advises 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.
- (p) Where a casual employee is the successful applicant for a posted vacancy, the Employer will apply relevant hours worked in casual status applicable to the position awarded, when determining the initial step placement on the salary range. Should the employee not complete the probationary period associated with the position or should the employee return to casual status, it is understood that the casual employee's hourly rate of pay will revert to the rate held when last in casual status.

ARTICLE 34: INSURANCE COVERAGE

3401 The Employer shall provide liability insurance coverage under the terms and conditions of the insurance provider.

ARTICLE 35: OVERPAYMENTS

3501 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
- (b) The proposed recovery is made in as fair and reasonable a manner as possible, and;
- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and employee.

In the event the employee retires from, or leaves the employ of, the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

3502 The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.

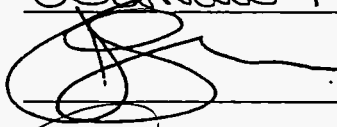
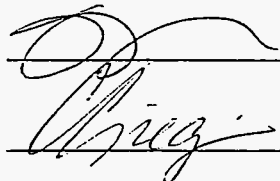
- (a) Where the value of Overpayment is ten percent (10%) or less of the employee's normal biweekly gross earnings and is less than one hundred and fifty dollars (\$150.00) a detailed breakdown and a proposed recovery schedule will be included with the letter to the employee and a copy provided to the Union.

(b) For payments that exceed ten percent (10%) of the employee's normal biweekly gross earnings and is more than one hundred and fifty (\$150.00) dollars, a detailed breakdown of the error will be included with the letter and a meeting will be scheduled with the employee and the Union to discuss a proposed recovery schedule as soon as practicable.

SIGNATURES

FOR THE EMPLOYER

FOR CUPE LOCAL 8600

Wanda Radin

Scott McLean


Lyla Sprumchuk
Maureen Nixon
See Woods
Jaye Rodface

Signed the 12th day of April, 2010.

SCHEDULE A

CUPE & Nor-Man RHA Salary Scales

Schedule "A" - April 1, 2008

CUPE

Stand.

Group

#	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
1	Recreation Facilitator	2015	Hourly	15.544	16.011	16.491	16.986	17.495	18.020
			Monthly	2,610.15	2,688.46	2,769.11	2,852.18	2,937.75	3,025.88
			Annual	31,321.81	32,261.47	33,229.31	34,226.19	35,252.98	36,310.57
1	Recreation Facilitator - PIO	2015	Hourly	16.207	16.385	16.690	16.912		
			Monthly	2,721.48	2,751.34	2,802.53	2,839.80		
			Annual	32,657.81	33,016.02	33,630.41	34,077.63		
1 A	Non-Certified Recreation Facilitator	2015	Hourly	13.740	14.152	14.577	15.014	15.464	15.928
			Monthly	2,307.17	2,376.39	2,447.68	2,521.11	2,596.74	2,674.64
			Annual	27,686.04	28,516.62	29,372.12	30,253.28	31,160.88	32,095.71
2 A	Team Leader - Recreation Facilitator	2015	Hourly	16.766	17.269	17.787	18.321	18.870	19.436
			Monthly	2,815.30	2,899.76	2,986.76	3,076.36	3,168.65	3,263.71
			Annual	33,783.64	34,797.15	35,841.07	36,916.30	38,023.79	39,164.50
3	Non-Certified Central Processing Aide	2015	Hourly	14.205	14.631	15.070	15.522	15.988	16.468
			Monthly	2,385.26	2,456.82	2,530.52	2,606.44	2,684.63	2,765.17
			Annual	28,623.11	29,481.80	30,366.26	31,277.24	32,215.56	33,182.03
3 A	Central Processing Aide (Technician ■- Certified)	2015	Hourly	15.497	15.962	16.441	16.934	17.442	17.966
			Monthly	2,602.26	2,680.33	2,760.74	2,843.56	2,928.86	3,016.73
			Annual	31,227.09	32,163.91	33,128.82	34,122.69	35,146.37	36,200.76
6	Cook	2015	Hourly	16.200	16.686	17.186	17.702	18.233	18.780
			Monthly	2,720.21	2,801.82	2,885.87	2,972.45	3,061.62	3,153.47
			Annual	32,642.51	33,621.79	34,630.44	35,669.36	36,739.44	37,841.62
6	Cook - PIO	2015	Hourly	16.539	16.713	16.903	17.078		
			Monthly	2,777.21	2,806.33	2,838.35	2,867.66		
			Annual	33,326.47	33,676.00	34,060.26	34,411.95		
7	Dietary Aide	2015	Hourly	13.289	13.688	14.098	14.521	14.957	15.405
			Monthly	2,231.43	2,298.37	2,367.32	2,438.34	2,511.49	2,586.84
			Annual	26,777.17	27,580.48	28,407.90	29,260.13	30,137.94	31,042.07

7	Dietary Aide - PIO	2015	Hourly	14.768	14.960	15.237	15.457		
			Monthly	2,479.84	2,511.96	2,558.56	2,595.45		
			Annual	29,758.09	30,143.57	30,702.73	31,145.39		
8 B	Housekeeping Aide	2015	Hourly	14.103	14.526	14.962	15.411	15.873	16.349
			Monthly	2,368.16	2,439.20	2,512.38	2,587.75	2,665.38	2,745.35
			Annual	28,417.91	29,270.45	30,148.56	31,053.02	31,984.61	32,944.15
8 B	Housekeeping Aide - PIO	2015	Hourly	14.529	14.718	14.900	15.075		
			Monthly	2,439.60	2,471.34	2,501.94	2,531.35		
			Annual	29,275.19	29,656.09	30,023.31	30,376.16		
9 A	Laundry Aide	2015	Hourly	14.197	14.623	15.062	15.514	15.979	16.459
			Monthly	2,383.96	2,455.48	2,529.14	2,605.02	2,683.17	2,763.66
			Annual	28,607.52	29,465.74	30,349.71	31,260.21	32,198.01	33,163.95
10	Maintenance Worker	2015	Hourly	15.863	16.339	16.829	17.334	17.854	18.389
			Monthly	2,663.64	2,743.55	2,825.86	2,910.63	2,997.95	3,087.89
			Annual	31,963.68	32,922.59	33,910.27	34,927.58	35,975.41	37,054.67
13	Health Care Aide Orthopedic Attendant	2015	Hourly	15.546	16.013	16.493	16.988	17.497	18.022
			Monthly	2,610.46	2,688.77	2,769.43	2,852.52	2,938.09	3,026.23
			Annual	31,325.48	32,265.24	33,233.20	34,230.20	35,257.10	36,314.82
13	Health Care Aide - PIO	2015	Hourly	16.038	16.294	16.655	16.952		
			Monthly	2,693.09	2,736.12	2,796.57	2,846.45		
			Annual	32,317.14	32,833.39	33,558.82	34,157.41		
13	Support Service Aide (Snow Lake)	2015	Hourly	15.595	16.063	16.545	17.041	17.553	18.079
			Monthly	2,618.72	2,697.28	2,778.20	2,861.55	2,947.39	3,035.82
			Annual	31,424.65	32,367.39	33,338.41	34,338.57	35,368.72	36,429.78
13	Support Service Aide (Snow Lake) - PIO	2015	Hourly	17.016	17.147	17.378	17.544		
			Monthly	2,857.19	2,879.31	2,918.01	2,946.01		
			Annual	34,286.32	34,551.72	35,016.17	35,352.07		
13 A	Rehabilitation Aide	2015	Hourly	15.515	15.980	16.460	16.953	17.462	17.986
			Monthly	2,605.20	2,683.36	2,763.86	2,846.77	2,932.18	3,020.14
			Annual	31,262.41	32,200.28	33,166.29	34,161.28	35,186.11	36,241.70
13 E	Non-Certified Health Care Aide	2015	Hourly	14.746	15.188	15.644			
			Monthly	2,476.10	2,550.38	2,626.89			
			Annual	29,713.19	30,604.59	31,522.73			

15 A	Purchasing Agent	2015	Hourly	17.545	18.070	18.612	19.160	19.711	20.274
			Monthly	2,946.05	3,034.30	3,125.20	3,218.75	3,315.29	3,414.49
			Annual	35,352.64	36,411.65	37,502.42	38,624.97	39,783.52	40,973.85
15 C	Material Handler	2015	Hourly	15.495	15.960	16.439	16.932	17.440	17.963
			Monthly	2,601.92	2,679.98	2,760.38	2,843.19	2,928.49	3,016.34
			Annual	31,223.10	32,159.79	33,124.58	34,118.32	35,141.87	36,196.13
15 C	Support Services Clerk	2015	Hourly	15.195	15.655	16.133	16.625	17.131	17.653
			Monthly	2,601.90	2,679.96	2,760.36	2,843.17	2,928.47	3,016.32
			Annual	31,222.84	32,159.53	33,124.32	34,118.05	35,141.59	36,195.83
16	File Clerk	2015	Hourly	17.471	17.937	18.415	18.905	19.408	19.924
			Monthly	2,392.33	2,464.09	2,538.02	2,614.16	2,692.58	2,773.36
			Annual	28,707.90	29,569.14	30,456.21	31,369.90	32,311.00	33,280.33
16 A	Receptionist	2015	Hourly	14.716	15.188	15.644	16.113	16.596	17.094
			Monthly	2,476.03	2,550.31	2,626.82	2,705.63	2,786.80	2,870.40
			Annual	29,712.38	30,603.75	31,521.87	32,467.52	33,441.55	34,444.79
16 C	Admitting / Switchboard Clerk	2015	Hourly	15.780	16.254	16.741	17.244	17.761	18.294
			Monthly	2,649.79	2,729.28	2,811.16	2,895.49	2,982.36	3,071.83
			Annual	31,797.48	32,751.45	33,733.89	34,745.91	35,788.28	36,861.93
16 F	Unit Clerk	2015	Hourly	15.515	15.980	16.460	16.953	17.462	17.986
			Monthly	2,605.20	2,683.36	2,763.86	2,846.77	2,932.18	3,020.17
			Annual	31,262.41	32,200.28	33,166.29	34,161.28	35,186.11	36,241.70
16 E	Ward Clerk	2015	Hourly	15.489	15.953	16.432	16.925	17.433	17.956
			Monthly	2,600.82	2,678.84	2,759.21	2,841.99	2,927.25	3,015.06
			Annual	31,209.84	32,146.13	33,110.52	34,103.83	35,126.95	36,180.76
16 F	Health Records Technician	2015	Hourly	16.963	17.472	17.996	18.536	19.092	19.665
			Monthly	2,848.43	2,933.88	3,021.90	3,112.56	3,205.94	3,302.11
			Annual	34,181.18	35,206.62	36,262.82	37,350.70	38,471.22	39,625.36
16 K	Transcriptionist	2015	Hourly	15.732	16.204	16.691	17.191	17.707	18.238
			Monthly	2,641.73	2,720.99	2,802.62	2,886.69	2,973.30	3,062.49
			Annual	31,700.81	32,651.83	33,631.39	34,640.33	35,679.54	36,749.93
	Aboriginal Liaison	2015	Hourly	18.504	19.082	19.663	20.244		
			Monthly	3,107.06	3,204.16	3,304.00	3,406.07		
			Annual	37,284.69	38,449.89	39,620.30	40,791.52		

Non-Certified Cook/Assistant Cook	2015	Hourly	14.106	14.529	14.965	15.414	15.877	16.353
		Monthly Annual	2,368.68 28,424.20	2,439.74 29,276.93	2,512.94 30,155.23	2,588.32 31,059.89	2,665.97 31,991.69	2,745.95 32,951.44
Assistant Cook - PIO	2015	Hourly	15.902	16.075	16.249	16.430		
		Monthly Annual	2,670.27 32,043.25	2,699.29 32,391.54	2,728.51 32,742.11	2,758.90 33,106.82		
Dialysis Unit Assistant	2015	Hourly	18.007	18.183	18.491	18.712		
		Monthly Annual	3,023.61 36,283.32	3,053.28 36,639.36	3,105.02 37,260.26	3,142.11 37,705.31		
Dietary Utility Person	2015	Hourly	14.893	15.084	15.360	15.581		
		Monthly Annual	2,500.76 30,009.17	2,532.91 30,394.86	2,579.28 30,951.40	2,616.29 31,395.48		
Facility Technician - Snow Lake	2015	Hourly	21.635					
		Monthly Annual	3,632.85 43,594.25					
Finance Accounting Assistant	2015	Hourly	16.926	17.434	17.957	18.495	19.050	19.622
		Monthly Annual	2,842.15 34,105.86	2,927.42 35,129.03	3,015.24 36,182.90	3,105.70 37,268.39	3,198.87 38,386.44	3,294.84 39,538.03
Finance Accounting Assistant - PIO	2015	Hourly	17.941	18.588	19.232	19.876	20.520	
		Monthly Annual	3,012.57 36,150.87	3,121.27 37,455.21	3,229.41 38,752.88	3,337.54 40,050.47	3,445.67 41,348.05	
Pharmacy Aide	2015	Hourly	13.450	13.854	14.268	14.698	15.137	15.591
		Monthly Annual	2,258.43 27,101.18	2,326.30 27,915.61	2,395.84 28,750.08	2,467.97 29,615.70	2,541.78 30,501.34	2,617.99 31,415.91
Psychiatric Nursing Assistant	2015	Hourly	17.436	18.049	18.650	19.032		
		Monthly Annual	2,927.86 35,134.29	3,030.77 36,369.29	3,131.65 37,579.82	3,195.81 38,349.76		
Residential Care Worker - Rosaire House	2015	Hourly	15.405	15.637	15.885	16.125		
		Monthly Annual	2,586.68 31,040.12	2,625.64 31,507.70	2,667.34 32,008.12	2,707.58 32,490.98		

Seamstress	2015	Hourly	13.512	13.917	14.335	14.765	15.208	15.664
		Monthly	2,268.86	2,336.93	2,407.03	2,479.25	2,553.62	2,630.23
		Annual	27,226.33	28,043.12	28,884.41	29,750.95	30,643.48	31,562.78
Seamstress - PIO	2015	Hourly	16.540	16.713	16.879	17.078		
		Monthly	2,777.28	2,806.44	2,834.21	2,867.62		
		Annual	33,327.39	33,677.26	34,010.54	34,411.47		
Watchperson	2015	Hourly	13.007					
		Monthly	2,184.07					
		Annual	26,208.86					

Rates include 2.9% increase effective April 1, 2008.

Trades Sector Classifications

12 A T	3rd Class Power Engineer	2015	Hourly	23.917	25.245	26.574		
			Monthly	4,016.07	4,239.14	4,462.20		
			Annual	48,192.85	50,869.65	53,546.46		
12 B T	4th Class Power Engineer	2015	Hourly	22.521	23.772	25.023		
			Monthly	3,781.60	3,991.71	4,201.82		
			Annual	45,379.20	47,900.50	50,421.79		
12 C T	5th Class Power Engineer	2015	Hourly	19.055				
			Monthly	3,199.69				
			Annual	38,396.31				
12 C -PIO ^T	5th Class Power Engineer	2015	Hourly	22.176				
			Monthly	3,723.71				
			Annual	44,684.51				
12 E	Electrician ^I	2015	Hourly	28.960				
			Monthly	4,862.90				
			Annual	58,354.75				
12 H	Carpenter ^I	2015	Hourly	25.666				
			Monthly	4,309.81				
			Annual	51,717.69				

12	H	Carpenter PIO [†]	2015	Hourly	26.337
				Monthly	4,422.42
				Annual	53,069.06
12	I	Refrigeration Mechanic [†]	2015	Hourly	30.244
				Monthly	5,078.53
				Annual	60,942.40

[†] Rates are linked to Trades sector.

Schedule "A" - April 1, 2009

CUPE

Stand.

Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
1	Recreation Facilitator	2015	Hourly	16.067	16.500	17.033	17.566	18.100	18.633
			Monthly	2,702.91	2,784.00	2,867.51	2,953.54	3,042.15	3,133.41
			Annual	32,434.89	33,407.94	34,410.18	35,442.48	36,505.76	37,600.93
1	Recreation Facilitator - PIO	2015	Hourly	16.677	16.860	17.174	17.402		
			Monthly	2,800.41	2,831.12	2,883.81	2,922.16		
			Annual	33,604.89	33,973.49	34,605.69	35,065.89		
1 A	Non-Certified Recreation Facilitator	2015	Hourly	14.204	14.630	15.069	15.521	15.987	16.466
			Monthly	2,385.06	2,456.61	2,530.31	2,606.22	2,684.41	2,764.94
			Annual	28,620.73	29,479.36	30,363.74	31,274.65	32,212.89	33,179.27
2 A	Team Leader - Recreation Facilitator	2015	Hourly	17.706	18.238	18.785	19.348	19.929	20.527
			Monthly	2,973.20	3,062.39	3,154.27	3,248.89	3,346.36	3,446.75
			Annual	35,678.38	36,748.74	37,851.20	38,986.73	40,156.34	41,361.03
3	Non-Certified Central Processing Aide	2015	Hourly	14.686	15.126	15.580	16.048	16.529	17.025
			Monthly	2,465.99	2,539.97	2,616.17	2,694.66	2,775.50	2,858.76
			Annual	29,591.91	30,479.67	31,394.06	32,335.88	33,305.96	34,305.64
3 A	Central Processing Aide (Technician 1 - Certified)	2015	Hourly	16.057	16.580	17.077	17.589	18.117	18.664
			Monthly	2,702.91	2,784.00	2,867.51	2,953.54	3,042.15	3,133.41
			Annual	32,434.89	33,407.94	34,410.18	35,442.48	36,505.76	37,600.93
6	Cook	2015	Hourly	16.828	17.333	17.853	18.388	18.940	19.508
			Monthly	2,825.69	2,910.46	2,997.77	3,087.71	3,180.34	3,275.75
			Annual	33,908.26	34,925.51	35,973.28	37,052.48	38,164.05	39,308.97
6	Cook - PIO	2015	Hourly	17.019	17.197	17.394	17.573		
			Monthly	2,857.74	2,887.72	2,920.67	2,950.83		
			Annual	34,292.94	34,652.68	35,048.09	35,449.92		
7	Dietary Aide	2015	Hourly	13.674	14.083	14.509	14.942	15.391	15.852
			Monthly	2,296.17	2,365.06	2,436.01	2,509.09	2,584.36	2,661.90
			Annual	27,554.10	28,380.72	29,232.14	30,109.11	31,012.38	31,942.75
7	Dietary Aide - PIO	2015	Hourly	15.197	15.393	15.679	15.905		
			Monthly	2,551.76	2,584.81	2,632.76	2,670.72		
			Annual	30,621.08	31,017.74	31,593.11	32,048.61		

8	B	Housekeeping Aide	2015	Hourly	14.632	15.071	15.523	15.989	16.469	16.963
				Monthly	2,457.00	2,530.71	2,606.63	2,684.83	2,765.38	2,848.34
				Annual	29,484.00	30,368.52	31,279.58	32,217.97	33,184.51	34,180.04
8	B	Housekeeping Aide - PIO	2015	Hourly	14.950	15.144	15.332	15.512		
				Monthly	2,510.35	2,543.01	2,574.50	2,604.76		
				Annual	30,124.17	30,516.12	30,893.99	31,257.07		
9	A	Laundry Aide	2015	Hourly	14.686	15.126	15.580	16.048	16.529	17.025
				Monthly	2,465.99	2,539.97	2,616.17	2,694.66	2,775.50	2,858.76
				Annual	29,591.91	30,479.67	31,394.06	32,335.88	33,305.96	34,305.14
10		Maintenance Worker	2015	Hourly	16.323	16.813	17.317	17.837	18.372	18.923
				Monthly	2,740.95	2,823.18	2,907.88	2,995.11	3,084.97	3,177.52
				Annual	32,891.43	33,878.17	34,894.52	35,941.36	37,019.60	38,130.18
13		Health Care Aide Orthopedic Attendant Support Service Aide (Snow Lake)	2015	Hourly	16.097	16.580	17.077	17.589	18.117	18.661
				Monthly	2,702.91	2,784.00	2,867.51	2,953.54	3,042.15	3,133.41
				Annual	32,434.89	33,407.94	34,410.18	35,442.48	36,505.76	37,600.93
13		Health Care Aide - PIO	2015	Hourly	16.503	16.767	17.137	17.443		
				Monthly	2,771.19	2,815.46	2,877.67	2,929.00		
				Annual	33,254.33	33,785.56	34,532.02	35,147.97		
13		Support Service Aide (Snow Lake) - PIO	2015	Hourly	17.509	17.645	17.882	18.053		
				Monthly	2,940.05	2,962.81	3,002.64	3,031.44		
				Annual	35,280.62	35,553.72	36,031.64	36,377.28		
13	A	Rehabilitation Aide	2015	Hourly	16.097	16.580	17.077	17.589	18.117	18.661
				Monthly	2,702.91	2,784.00	2,867.51	2,953.54	3,042.15	3,133.41
				Annual	32,434.89	33,407.94	34,410.18	35,442.48	36,505.76	37,600.93
13	E	Non-Certified Health Care Aide	2015	Hourly	15.628					
				Monthly	2,624.21					
				Annual	31,490.48					
15	A	Purchasing Agent	2015	Hourly	18.066	18.608	19.166	19.741	20.333	20.943
				Monthly	3,033.55	3,124.56	3,218.29	3,314.84	3,414.29	3,516.72
				Annual	36,402.62	37,494.70	38,619.54	39,778.12	40,971.47	42,200.61
15	C	Material Handler Support Services Clerk	2015	Hourly	16.097	16.580	17.077	17.589	18.117	18.661
				Monthly	2,702.91	2,784.00	2,867.51	2,953.54	3,042.15	3,133.41
				Annual	32,434.89	33,407.94	34,410.18	35,442.48	36,505.76	37,600.93

16	File Clerk	2015	Hourly	14.686	15.126	15.580	16.048	16.529	17.025
			Monthly	2,465.99	2,539.97	2,616.17	2,694.66	2,775.50	2,858.76
			Annual	29,591.91	30,479.67	31,394.06	32,335.88	33,305.96	34,305.14
16 A	Receptionist	2015	Hourly	15.254	15.712	16.183	16.669	17.169	17.684
			Monthly	2,561.45	2,638.29	2,717.44	2,798.97	2,882.94	2,969.42
			Annual	30,737.41	31,659.53	32,609.31	33,587.59	34,595.22	35,633.08
16 C	Admitting / Switchboard Clerk	2015	Hourly	16.436	16.929	17.436	17.960	18.498	19.053
			Monthly	2,759.80	2,842.60	2,927.87	3,015.71	3,106.18	3,199.37
			Annual	33,117.62	34,111.15	35,134.49	36,188.52	37,274.18	38,392.40
16 E	Unit Clerk Ward Clerk	2015	Hourly	16.097	16.580	17.077	17.589	18.117	18.661
			Monthly	2,702.91	2,784.00	2,867.51	2,953.54	3,042.15	3,133.41
			Annual	32,434.89	33,407.94	34,410.18	35,442.48	36,505.76	37,600.93
16 F	Health Records Technician	2015	Hourly	17.510	18.035	18.576	19.133	19.707	20.299
			Monthly	2,940.17	3,028.37	3,119.23	3,212.80	3,309.19	3,408.46
			Annual	35,282.03	36,340.49	37,430.70	38,553.62	39,710.23	40,901.54
16 K	Transcriptionist	2015	Hourly	16.376	16.867	17.373	17.894	18.431	18.984
			Monthly	2,749.77	2,832.27	2,917.23	3,004.75	3,094.89	3,187.74
			Annual	32,997.27	33,987.18	35,006.80	36,057.00	37,138.71	38,252.87
	Aboriginal Liaison	2015	Hourly	19.040	19.635	20.233	20.831		
			Monthly	3,197.16	3,297.08	3,397.44	3,497.87		
			Annual	38,365.94	39,564.94	40,769.28	41,974.48		
	Non-Certified Cook/Assistant Cook	2015	Hourly	14.515	14.951	15.399	15.861	16.337	16.827
			Monthly	2,437.38	2,510.50	2,585.81	2,663.39	2,743.29	2,825.59
			Annual	29,248.50	30,125.96	31,029.74	31,960.63	32,919.45	33,907.03
	Assistant Cook - PIO	2015	Hourly	16.364	16.541	16.720	16.907		
			Monthly	2,747.71	2,777.57	2,807.64	2,838.91		
			Annual	32,972.50	33,330.89	33,691.63	34,066.92		
	Dialysis Unit Assistant	2015	Hourly	18.529	18.711	19.028	19.255		
			Monthly	3,111.30	3,141.83	3,195.07	3,233.23		
			Annual	37,335.54	37,701.90	38,340.81	38,798.76		
	Dietary Utility Person	2015	Hourly	15.325	15.522	15.806	16.033		
			Monthly	2,573.29	2,606.36	2,654.08	2,692.16		
			Annual	30,879.43	31,276.31	31,848.99	32,305.95		
	Facility Technician - Snow Lake	2015	Hourly	22.262					
			Monthly	3,738.21					
			Annual	44,858.49					

Finance Accounting Assistant	2015	Hourly	17.417	17.939	18.478	19.032	19.603	20.191
		Monthly	2,924.58	3,012.31	3,102.68	3,195.76	3,291.64	3,390.39
		Annual	35,094.93	36,147.77	37,232.21	38,349.17	39,499.65	40,684.64
Finance Accounting Assistant - PIO	2015	Hourly	18.461	19.127	19.790	20.453	21.115	
		Monthly	3,099.94	3,211.78	3,323.06	3,434.33	3,545.60	
		Annual	37,199.24	38,541.41	39,876.71	41,211.93	42,547.15	
Pharmacy Aide	2015	Hourly	13.840	14.256	14.682	15.124	15.576	16.043
		Monthly	2,323.93	2,393.76	2,465.32	2,539.55	2,615.49	2,693.91
		Annual	27,887.11	28,725.17	29,583.83	30,474.55	31,385.88	32,326.98
Psychiatric Nursing Assistant	2015	Hourly	17.942	18.573	19.191	19.584		
		Monthly	3,012.77	3,118.67	3,222.47	3,288.49		
		Annual	36,153.18	37,424.00	38,669.64	39,461.90		
Residential Care Worker - Rosaire House	2015	Hourly	15.851	16.090	16.346	16.592		
		Monthly	2,661.69	2,701.79	2,744.70	2,786.10		
		Annual	31,940.29	32,421.42	32,936.36	33,433.22		
Seamstress	2015	Hourly	13.904	14.321	14.750	15.193	15.649	16.118
		Monthly	2,334.66	2,404.70	2,476.84	2,551.14	2,627.68	2,706.51
		Annual	28,015.89	28,856.37	29,722.06	30,613.72	31,532.14	32,478.10
Seamstress - PIO	2015	Hourly	17.019	17.198	17.368	17.573		
		Monthly	2,857.82	2,887.83	2,916.40	2,950.78		
		Annual	34,293.89	34,653.90	34,996.85	35,409.41		
Watchperson	2015	Hourly	13.384					
		Monthly	2,247.41					
		Annual	26,968.91					

Rates include 2.9% increase (plus wage standardization where applicable) effective April 1, 2009.

Trades Sector Classifications

12 A	3rd Class Power Engineer ^T	2015	Hourly	24.610	25.977	27.345		
			Monthly	4,132.45	4,362.03	4,591.61		
			Annual	49,589.38	52,344.34	55,099.31		
12 B	4th Class Power Engineer ^T	2015	Hourly	23.174	24.461	25.749		
			Monthly	3,891.30	4,107.49	4,323.67		
			Annual	46,695.62	49,289.82	51,884.02		

12	C	5th Class Power Engineer ^T	2015	Hourly	19.608
				Monthly	3,292.48
				Annual	39,509.80
12	C	5th Class Power Engineer - PIO ^T	2015	Hourly	22.819
				Monthly	3,831.70
				Annual	45,980.36
12	E	Electrician ^T	2015	Hourly	29.800
				Monthly	5,003.92
				Annual	60,047.04
12	H	Carpenter ^T	2015	Hourly	26.411
				Monthly	4,434.79
				Annual	53,217.50
12	H	Carpenter PIO ^T	2015	Hourly	27.101
				Monthly	4,550.67
				Annual	54,608.06
12	I	Refrigeration Mechanic ^T	2015	Hourly	31.121
				Monthly	5,225.81
				Annual	62,709.73

^T Rates are linked to Trades sector.

Schedule "A" - April 1, 2010

CUPE

Stand.

Group

#	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
1	Recreation Facilitator	2015	Hourly	16.564	17.060	17.572	18.099	18.642	19.202
			Monthly	2,781.29	2,864.73	2,950.67	3,039.19	3,130.37	3,224.28
			Annual	33,375.51	34,376.77	35,408.07	36,470.32	37,564.43	38,691.36
1	Recreation Facilitator - PIO	2015	Hourly	17.161	17.349	17.672	17.907		
			Monthly	2,881.62	2,913.23	2,967.44	3,006.90		
			Annual	34,579.43	34,958.72	35,609.25	36,082.79		
1 A	Non-Certified Recreation Facilitator	2015	Hourly	14.616	15.054	15.506	15.971	16.450	16.944
			Monthly	2,454.23	2,527.85	2,603.69	2,681.80	2,762.26	2,845.12
			Annual	29,450.73	30,334.26	31,244.28	32,181.61	33,147.06	34,141.47
2 A	Team Leader - Recreation Facilitator	2015	Hourly	18.220	18.766	19.329	19.909	20.507	21.122
			Monthly	3,059.42	3,151.20	3,245.74	3,343.11	3,443.41	3,546.71
			Annual	36,713.06	37,814.45	38,948.88	40,117.35	41,320.87	42,560.50
3	Non-Certified Central Processing Aide	2015	Hourly	15.112	15.565	16.032	16.513	17.008	17.519
			Monthly	2,537.51	2,613.63	2,692.04	2,772.80	2,855.99	2,941.67
			Annual	30,450.08	31,363.58	32,304.49	33,273.62	34,271.83	35,299.99
3 A	Central Processing Aide (Technician 1 - Certified)	2015	Hourly	16.564	17.060	17.572	18.099	18.642	19.202
			Monthly	2,781.29	2,864.73	2,950.67	3,039.19	3,130.37	3,224.28
			Annual	33,375.51	34,376.77	35,408.07	36,470.32	37,564.43	38,691.36
6	Cook	2015	Hourly	17.316	17.835	18.370	18.922	19.489	20.074
			Monthly	2,907.63	2,994.86	3,084.71	3,177.25	3,272.57	3,370.74
			Annual	34,891.60	35,938.35	37,016.50	38,127.00	39,270.81	40,448.93
6	Cook - PIO	2015	Hourly	17.512	17.696	17.898	18.083		
			Monthly	2,940.62	2,971.46	3,005.37	3,036.40		
			Annual	35,287.43	35,657.53	36,064.40	36,436.79		
7	Dietary Aide	2015	Hourly	14.071	14.493	14.928	15.376	15.837	16.312
			Monthly	2,362.76	2,433.65	2,506.66	2,581.86	2,659.31	2,739.09
			Annual	28,353.17	29,203.76	30,079.87	30,982.27	31,911.74	32,869.09
7	Dietary Aide - PIO	2015	Hourly	15.637	15.840	16.134	16.366		
			Monthly	2,625.76	2,659.77	2,709.11	2,748.17		
			Annual	31,509.09	31,917.25	32,509.31	32,978.02		

8	B	Housekeeping Aide	2015	Hourly	15.057	15.508	15.974	16.453	16.946	17.455
				Monthly	2,528.25	2,604.10	2,682.22	2,762.69	2,845.57	2,930.94
				Annual	30,339.04	31,249.21	32,186.69	33,152.29	34,146.86	35,171.26
8	B	Housekeeping Aide - PIO	2015	Hourly	15.384	15.584	15.777	15.962		
				Monthly	2,583.15	2,616.76	2,649.16	2,680.29		
				Annual	30,997.77	31,401.08	31,789.91	32,163.52		
9	A	Laundry Aide	2015	Hourly	15.112	15.565	16.032	16.513	17.008	17.519
				Monthly	2,537.51	2,613.63	2,692.04	2,772.80	2,855.99	2,941.67
				Annual	30,450.08	31,363.58	32,304.49	33,273.62	34,271.83	35,299.99
10		Maintenance Worker	2015	Hourly	16.797	17.301	17.820	18.354	18.905	19.472
				Monthly	2,820.44	2,905.05	2,992.21	3,081.97	3,174.43	3,269.66
				Annual	33,845.28	34,860.64	35,906.46	36,983.65	38,093.16	39,235.96
13		Health Care Aide Orthopedic Attendant Support Service Aide (Snow Lake)	2015	Hourly	16.564	17.060	17.572	18.099	18.642	19.202
				Monthly	2,781.29	2,864.73	2,950.67	3,039.19	3,130.37	3,224.28
				Annual	33,375.51	34,376.77	35,408.07	36,470.32	37,564.43	38,691.36
13		Health Care Aide - PIO	2015	Hourly	16.982	17.253	17.634	17.949		
				Monthly	2,851.56	2,897.11	2,961.12	3,013.94		
				Annual	34,218.71	34,765.34	35,533.45	36,167.26		
13		Support Service Aide (Snow Lake) - PIO	2015	Hourly	18.017	18.156	18.400	18.577		
				Monthly	3,025.31	3,048.73	3,089.71	3,119.35		
				Annual	36,303.76	36,584.78	37,076.56	37,432.22		
13	A	Rehabilitation Aide	2015	Hourly	16.564	17.060	17.572	18.099	18.642	19.202
				Monthly	2,781.29	2,864.73	2,950.67	3,039.19	3,130.37	3,224.28
				Annual	33,375.51	34,376.77	35,408.07	36,470.32	37,564.43	38,691.36
13	E	Non-Certified Health Care Aide	2015	Hourly	16.081					
				Monthly	2,700.31					
				Annual	32,403.70					
15	A	Purchasing Agent	2015	Hourly	18.590	19.147	19.722	20.313	20.923	21.551
				Monthly	3,121.52	3,215.17	3,311.63	3,410.97	3,513.30	3,618.70
				Annual	37,458.29	38,582.04	39,739.50	40,931.69	42,159.64	43,424.43
15	C	Material Handler Support Services Clerk	2015	Hourly	16.564	17.060	17.572	18.099	18.642	19.202
				Monthly	2,781.29	2,864.73	2,950.67	3,039.19	3,130.37	3,224.28
				Annual	33,375.51	34,376.77	35,408.07	36,470.32	37,564.43	38,691.36

16	File Clerk	2015	Hourly	15.112	15.565	16.032	16.513	17.008	17.519
			Monthly	2,537.51	2,613.63	2,692.04	2,772.80	2,855.99	2,941.67
			Annual	30,450.08	31,363.58	32,304.49	33,273.62	34,271.83	35,299.99
16 A	Receptionist	2015	Hourly	15.697	16.168	16.653	17.152	17.667	18.197
			Monthly	2,635.73	2,714.80	2,796.25	2,880.14	2,966.54	3,055.54
			Annual	31,628.79	32,577.65	33,554.98	34,561.63	35,598.48	36,666.44
16 C	Admitting / Switchboard Clerk	2015	Hourly	16.912	17.420	17.942	18.480	19.035	19.606
			Monthly	2,839.84	2,925.03	3,012.78	3,103.17	3,196.26	3,292.15
			Annual	34,078.04	35,100.38	36,153.39	37,237.99	38,355.13	39,505.78
16 E	Unit Clerk Ward Clerk	2015	Hourly	16.564	17.060	17.572	18.099	18.642	19.202
			Monthly	2,781.29	2,864.73	2,950.67	3,039.19	3,130.37	3,224.28
			Annual	33,375.51	34,376.77	35,408.07	36,470.32	37,564.43	38,691.36
16 F	Health Records Technician	2015	Hourly	18.017	18.558	19.115	19.688	20.279	20.887
			Monthly	3,025.43	3,116.20	3,209.68	3,305.97	3,405.15	3,507.31
			Annual	36,305.21	37,394.36	38,516.19	39,671.68	40,861.83	42,087.68
16 K	Transcriptionist	2015	Hourly	16.851	17.356	17.877	18.413	18.966	19.535
			Monthly	2,829.52	2,914.40	3,001.83	3,091.89	3,184.64	3,280.18
			Annual	33,954.19	34,972.81	36,022.00	37,102.66	38,215.74	39,362.21
	Aboriginal Liaison	2015	Hourly	19.592	20.205	20.820	21.435		
			Monthly	3,289.88	3,392.69	3,495.97	3,599.31		
			Annual	39,478.55	40,712.32	41,951.59	43,191.74		
	Non-Certified Cook/Assistant Cook	2015	Hourly	14.936	15.384	15.846	16.321	16.811	17.315
			Monthly	2,508.06	2,583.30	2,660.80	2,740.62	2,822.84	2,907.53
			Annual	30,096.71	30,999.61	31,929.60	32,887.49	33,874.11	34,890.33
	Assistant Cook - PIO	2015	Hourly	16.838	17.021	17.205	17.397		
			Monthly	2,827.39	2,858.12	2,889.06	2,921.24		
			Annual	33,928.70	34,297.49	34,668.68	35,054.86		
	Dialysis Unit Assistant	2015	Hourly	19.066	19.253	19.579	19.813		
			Monthly	3,201.52	3,232.94	3,287.72	3,326.99		
			Annual	38,418.27	38,795.26	39,452.69	39,923.92		
	Dietary Utility Person	2015	Hourly	15.769	15.972	16.264	16.498		
			Monthly	2,647.91	2,681.94	2,731.05	2,770.24		
			Annual	31,774.94	32,183.33	32,772.61	33,242.82		

Facility Technician - Snow Lake	2015	Hourly	22.908						
		Monthly	3,846.62						
Finance Accounting Assistant	2015	Annual	46,159.38						
		Hourly	17.922	18.460	19.013	19.584	20.171	20.776	
		Monthly	3,009.39	3,099.67	3,192.66	3,288.44	3,387.09	3,488.71	
		Annual	36,112.68	37,196.06	38,311.94	39,461.30	40,645.14	41,864.49	
Finance Accounting Assistant - PIO	2015	Hourly	18.997	19.682	20.364	21.046	21.728		
		Monthly	3,189.83	3,304.93	3,419.43	3,533.92	3,648.42		
		Annual	38,278.02	39,659.11	41,033.14	42,407.08	43,781.01		
		Hourly	14.241	14.669	15.108	15.562	16.028	16.508	
Pharmacy Aide	2015	Monthly	2,391.32	2,463.18	2,536.81	2,613.19	2,691.34	2,772.04	
		Annual	28,695.84	29,558.20	30,441.76	31,358.31	32,296.07	33,264.46	
Psychiatric Nursing Assistant	2015	Hourly	18.462	19.111	19.747	20.152			
		Monthly	3,100.14	3,209.11	3,315.92	3,383.86			
		Annual	37,201.62	38,509.30	39,791.06	40,606.29			
		Hourly	16.311	16.557	16.820	17.073			
Residential Care Worker - Rosaire House	2015	Monthly	2,738.88	2,780.14	2,824.29	2,866.90			
		Annual	32,866.55	33,361.64	33,891.51	34,402.78			
Seamstress	2015	Hourly	14.307	14.736	15.178	15.634	16.103	16.586	
		Monthly	2,402.36	2,474.43	2,548.67	2,625.13	2,703.88	2,785.00	
		Annual	28,828.36	29,693.21	30,584.00	31,501.52	32,446.57	33,419.97	
		Hourly	17.513	17.697	17.872	18.083			
Seamstress - PIO	2015	Monthly	2,940.70	2,971.57	3,000.98	3,036.36			
		Annual	35,288.41	35,658.87	36,011.76	36,436.28			
Watchperson	2015	Hourly	13.772						
		Monthly	2,312.58						
		Annual	27,751.01						

Rates include 2.9% increase
effective April 1, 2010.

Trades Sector Classifications

12 A	3rd Class Power Engineer ^T	2015	Hourly	25.324	26.731	28.138
			Monthly	4,252.29	4,488.53	4,724.77
			Annual	51,027.47	53,862.33	56,697.19
12 B	4th Class Power Engineer ^T	2015	Hourly	23.846	25.171	26.496
			Monthly	4,004.15	4,226.60	4,449.06
			Annual	48,049.79	50,719.23	53,388.66
12 C	5th Class Power Engineer ^T	2015	Hourly	20.176		
			Monthly	3,387.97		
			Annual	40,655.58		
12 C	5th Class Power Engineer - PIO ^T	2015	Hourly	23.481		
			Monthly	3,942.82		
			Annual	47,313.79		
12 E	Electrician ^I	2015	Hourly	30.664		
			Monthly	5,149.03		
			Annual	61,788.41		
12 H	Carpenter ^I	2015	Hourly	27.177		
			Monthly	4,563.40		
			Annual	54,760.81		
12 H	Carpenter PIO ^I	2015	Hourly	27.887		
			Monthly	4,682.64		
			Annual	56,191.69		
12 I	Refrigeration Mechanic ^T	2015	Hourly	32.024		
			Monthly	5,377.36		
			Annual	64,528.31		

^I Rates are linked to Trades sector.

Schedule "A" - April 1, 2011

CUPE

Stand.

Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
1	Recreation Facilitator	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
			Monthly	2,861.95	2,947.81	3,036.24	3,127.33	3,221.15	3,317.78
			Annual	34,343.40	35,373.70	36,434.91	37,527.96	38,653.79	39,813.41
1	Recreation Facilitator - PIO	2015	Hourly	17.659	17.852	18.185	18.426		
			Monthly	2,965.19	2,997.71	3,053.49	3,094.10		
			Annual	35,582.24	35,972.52	36,641.92	37,129.19		
1 A	Non-Certified Recreation Facilitator	2015	Hourly	15.040	15.491	15.956	16.434	16.927	17.435
			Monthly	2,525.40	2,601.16	2,679.20	2,759.57	2,842.36	2,927.63
			Annual	30,304.81	31,213.95	32,150.37	33,114.88	34,108.33	35,131.58
2 A	Team Leader - Recreation Facilitator	2015	Hourly	18.748	19.311	19.890	20.487	21.101	21.734
			Monthly	3,148.14	3,242.59	3,339.87	3,440.06	3,543.26	3,649.56
			Annual	37,777.74	38,911.07	40,078.40	41,280.75	42,519.17	43,790.23
3	Non-Certified Central Processing Aide	2015	Hourly	15.550	16.016	16.497	16.992	17.502	
			Monthly	2,611.09	2,689.43	2,770.11	2,853.21	2,938.81	3,026.97
			Annual	31,333.13	32,273.12	33,241.32	34,238.56	35,265.71	36,323.69
3 A	Central Processing Aide (Technician 1 - Certified)	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
			Monthly	2,861.95	2,947.81	3,036.24	3,127.33	3,221.15	3,317.78
			Annual	34,343.40	35,373.70	36,434.91	37,527.96	38,653.79	39,813.41
6	Cook	2015	Hourly	17.818	18.353	18.903	19.470	20.054	20.656
			Monthly	2,991.96	3,081.71	3,174.17	3,269.39	3,367.47	3,468.50
			Annual	35,903.46	36,980.56	38,089.98	39,232.68	40,409.66	41,621.95
6	Cook - PIO	2015	Hourly	18.020	18.209	18.417	18.607		
			Monthly	3,025.90	3,057.63	3,092.52	3,124.45		
			Annual	36,310.77	36,691.59	37,110.26	37,493.45		
7	Dietary Aide	2015	Hourly	14.479	14.913	15.361	15.822	16.296	16.785
			Monthly	2,431.28	2,504.22	2,579.35	2,656.73	2,736.43	2,818.52
			Annual	29,175.41	30,050.67	30,952.19	31,880.75	32,837.18	33,822.29
7	Dietary Aide - PIO	2015	Hourly	16.091	16.299	16.602	16.841		
			Monthly	2,701.90	2,736.90	2,787.67	2,827.87		
			Annual	32,422.85	32,842.85	33,452.08	33,934.38		

8 B	Housekeeping Aide	2015	Hourly	15.493	15.958	16.437	16.930	17.438	17.961
			Monthly	2,601.57	2,679.62	2,760.01	2,842.81	2,928.09	3,015.94
			Annual	31,218.87	32,155.44	33,120.10	34,113.70	35,137.12	36,191.23
8 B	Housekeeping Aide - PIO	2015	Hourly	15.830	16.036	16.234	16.425		
			Monthly	2,658.06	2,692.64	2,725.98	2,758.02		
			Annual	31,896.70	32,311.72	32,711.82	33,096.27		
9 A	Laundry Aide	2015	Hourly	15.550	16.016	16.497	16.992	17.502	18.027
			Monthly	2,611.09	2,689.43	2,770.11	2,853.21	2,938.81	3,026.97
			Annual	31,333.13	32,273.12	33,241.32	34,238.56	35,265.71	36,323.69
10	Maintenance Worker	2015	Hourly	17.284	17.802	18.336	18.886	19.453	20.037
			Monthly	2,902.23	2,989.30	3,078.98	3,171.35	3,266.49	3,364.48
			Annual	34,826.80	35,871.60	36,947.75	38,056.18	39,197.87	40,373.80
13	Health Care Aide Orthopedic Attendant Support Service Aide (Snow Lake)	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
			Monthly	2,861.95	2,947.81	3,036.24	3,127.33	3,221.15	3,317.78
			Annual	34,343.40	35,373.70	36,434.91	37,527.96	38,653.79	39,813.41
13	Support Service Aide (Snow Lake) - PIO	2015	Hourly	18.539	18.683	18.934	19.116		
			Monthly	3,113.05	3,137.14	3,179.31	3,209.81		
			Annual	37,356.57	37,645.74	38,151.78	38,517.75		
13	Health Care Aide - PIO	2015	Hourly	17.474	17.754	18.146	18.470		
			Monthly	2,934.25	2,981.13	3,046.99	3,101.34		
			Annual	35,211.05	35,773.54	36,563.92	37,216.11		
13 A	Rehabilitation Aide	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
			Monthly	2,861.95	2,947.81	3,036.24	3,127.33	3,221.15	3,317.78
			Annual	34,343.40	35,373.70	36,434.91	37,527.96	38,653.79	39,813.41
13 E	Non-Certified Health Care Aide	2015	Hourly	16.548					
			Monthly	2,778.62					
			Annual	33,343.41					
15 A	Purchasing Agent	2015	Hourly	19.129	19.703	20.294	20.903	21.530	22.176
			Monthly	3,212.05	3,308.41	3,407.66	3,509.89	3,615.19	3,723.64
			Annual	38,544.58	39,700.92	40,891.95	42,118.71	43,382.27	44,683.74
15 C	Material Handler Support Services Clerk	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
			Monthly	2,861.95	2,947.81	3,036.24	3,127.33	3,221.15	3,317.78
			Annual	34,343.40	35,373.70	36,434.91	37,527.96	38,653.79	39,813.41

16	File Clerk	2015	Hourly	15.550	16.016	16.497	16.992	17.502	18.027
			Monthly	2,611.09	2,689.43	2,770.11	2,853.21	2,938.81	3,026.97
			Annual	31,333.13	32,273.12	33,241.32	34,238.56	35,265.71	36,323.69
16 A	Receptionist	2015	Hourly	16.152	16.636	17.136	17.650	18.179	18.724
			Monthly	2,712.17	2,793.53	2,877.34	2,963.66	3,052.57	3,144.15
			Annual	32,546.03	33,522.41	34,528.08	35,563.92	36,630.84	37,729.76
16 C	Admitting / Switchboard Clerk	2015	Hourly	17.403	17.925	18.462	19.016	19.587	20.174
			Monthly	2,922.19	3,009.86	3,100.15	3,193.16	3,288.95	3,387.62
			Annual	35,066.30	36,118.29	37,201.84	38,317.89	39,467.43	40,651.45
16 E	Unit Clerk Ward Clerk	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
			Monthly	2,861.95	2,947.81	3,036.24	3,127.33	3,221.15	3,317.78
			Annual	34,343.40	35,373.70	36,434.91	37,527.96	38,653.79	39,813.41
16 F	Health Records Technician	2015	Hourly	18.540	19.096	19.669	20.259	20.867	21.493
			Monthly	3,113.17	3,206.57	3,302.76	3,401.85	3,503.90	3,609.02
			Annual	37,358.06	38,478.80	39,633.16	40,822.16	42,046.82	43,308.23
16 K	Transcriptionist	2015	Hourly	17.339	17.860	18.395	18.947	19.516	20.101
			Monthly	2,911.57	2,998.92	3,088.89	3,181.55	3,277.00	3,375.31
			Annual	34,938.86	35,987.02	37,066.63	38,178.63	39,323.99	40,503.71
	Aboriginal Liaison	2015	Hourly	20.161	20.791	21.423	22.057		
			Monthly	3,385.29	3,491.08	3,597.35	3,703.69		
			Annual	40,623.43	41,892.98	43,168.19	44,444.30		
	Non-Certified Cook/Assistant Cook	2015	Hourly	15.369	15.831	16.305	16.795	17.298	17.817
			Monthly	2,580.79	2,658.22	2,737.96	2,820.10	2,904.70	2,991.85
			Annual	30,969.51	31,898.60	32,855.56	33,841.22	34,856.46	35,902.15
	Assistant Cook - PIO	2015	Hourly	17.326	17.515	17.704	17.901		
			Monthly	2,909.39	2,941.01	2,972.84	3,005.95		
			Annual	34,912.64	35,292.11	35,674.08	36,071.45		
	Dialysis Unit Assistant	2015	Hourly	19.619	19.812	20.147	20.388		
			Monthly	3,294.37	3,326.69	3,383.07	3,423.48		
			Annual	39,532.40	39,920.32	40,596.82	41,081.72		
	Dietary Utility Person	2015	Hourly	16.227	16.435	16.736	16.976		
			Monthly	2,724.70	2,759.72	2,810.25	2,850.57		
			Annual	32,696.41	33,116.64	33,723.01	34,206.86		

Facility Technician - Snow Lake	2015	Hourly	23.572						
		Monthly	3,958.17						
		Annual	47,498.01						
Finance Accounting Assistant	2015	Hourly	18.442	18.995	19.565	20.152	20.756	21.379	
		Monthly	3,096.66	3,189.56	3,285.25	3,383.81	3,485.32	3,589.88	
		Annual	37,159.95	38,274.74	39,422.99	40,605.68	41,823.85	43,078.56	
Finance Accounting Assistant - PIO	2015	Hourly	19.547	20.253	20.954	21.656	22.358		
		Monthly	3,282.34	3,400.77	3,518.59	3,636.41	3,754.22		
		Annual	39,388.08	40,809.23	42,223.10	43,636.88	45,050.66		
Pharmacy Aide	2015	Hourly	14.654	15.094	15.546	16.014	16.493	16.987	
		Monthly	2,460.67	2,534.62	2,610.38	2,688.98	2,769.39	2,852.43	
		Annual	29,528.02	30,415.38	31,324.57	32,267.70	33,232.66	34,229.13	
Psychiatric Nursing Assistant	2015	Hourly	18.998	19.666	20.320	20.736			
		Monthly	3,190.04	3,302.17	3,412.08	3,481.99			
		Annual	38,280.47	39,626.07	40,945.00	41,783.88			
Residential Care Worker - Rosaire House	2015	Hourly	16.784	17.037	17.307	17.568			
		Monthly	2,818.31	2,860.76	2,906.20	2,950.04			
		Annual	33,819.68	34,329.13	34,874.37	35,400.47			
Seamstress	2015	Hourly	14.722	15.163	15.618	16.087	16.569	17.067	
		Monthly	2,472.03	2,546.19	2,622.58	2,701.26	2,782.29	2,865.76	
		Annual	29,664.38	30,554.31	31,470.94	32,415.07	33,387.52	34,389.14	
Seamstress - PIO	2015	Hourly	18.021	18.210	18.390	18.607			
		Monthly	3,025.98	3,057.75	3,088.01	3,124.41			
		Annual	36,311.78	36,692.97	37,056.10	37,492.93			
Watchperson	2015	Hourly	14.172						
		Monthly	2,379.65						
		Annual	28,555.79						

Rates include 2.9% increase
effective April 1, 2011.

Trades Sector Classifications

12 A	3rd Class Power Engineer [†]	2015	Hourly	26.058	27.506	28.954
			Monthly	4,375.61	4,618.69	4,861.78
			Annual	52,507.26	55,424.33	58,341.40
12 B	4th Class Power Engineer [†]	2015	Hourly	24.538	25.901	27.264
			Monthly	4,120.27	4,349.17	4,578.08
			Annual	49,443.24	52,190.09	54,936.93
12 C	5th Class Power Engineer [†]	2015	Hourly	20.762		
			Monthly	3,486.22		
			Annual	41,834.60		
12 C	5th Class Power Engineer - PIO [†]	2015	Hourly	24.162		
			Monthly	4,057.16		
			Annual	48,685.89		
12 E	Electrician [†]	2015	Hourly	31.553		
			Monthly	5,298.36		
			Annual	63,580.27		
12 H	Carpenter [†]	2015	Hourly	27.965		
			Monthly	4,695.74		
			Annual	56,348.87		
12 H	Carpenter PIO [†]	2015	Hourly	28.695		
			Monthly	4,818.44		
			Annual	57,821.25		
12 I	Refrigeration Mechanic [†]	2015	Hourly	32.953		
			Monthly	5,533.30		
			Annual	66,399.63		

[†] Rates are linked to Trades sector

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 dependent'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 biweekly rate, up to a maximum amount for the biweekly 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 (.5) 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

Effective March 1, 2009

The biweekly Remoteness Allowances relative are:

	<u>Dependent</u>	<u>Single</u>
Flin Flon	\$107.39	\$66.80
The Pas	\$100.78	\$61.59
Snow Lake	\$147.36	\$91.59

**LETTER OF UNDERSTANDING 09-01
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

RE: STAFFING REVIEW

Whereas the Parties recognize that there may be a proliferation of regular positions having a low FTE and a proliferation of utilization of casual work;

And whereas it is the intent of the Parties to maximize the FTE of part-time positions and the creation of as many full-time positions as is reasonably possible;

And whereas by minimizing the use of casual work, the Parties agree that there will be the potential to convert casual employment into regular employment status;

And whereas the Parties wish to investigate and address these issues;

Now therefore the Parties have agreed that these issues will be examined utilizing the following guidelines:

- (a) When it is determined by the Employer that a vacancy will be filled, the Employer and the Union will examine the potential of reallocating part, or all of the vacant FTE of part-time positions, in accordance with the Collective Agreement, to qualified part-time employees within the relevant classification, within the service department/patient care unit, within the site or within the facility. Only part-time vacancies of .4 FTE or less will be examined for reallocation.
- (b) Part-time employees who wish to increase their FTE under the provisions of the Letter of Understanding will be required to indicate in writing to the Employer within sixty (60) days of ratification of the Collective Agreement and no later than May 1st of each year thereafter.

.../2

- (c) The Employer and the Union will meet in order to identify the most appropriate method of reallocating such FTE. Unless otherwise mutually agreed, such reallocation will not require job posting under Article 14 or invoking of any provisions of Article 23.
- (d) In the event that mutual agreement cannot be reached regarding the reallocation of additional hours, a regular part-time position will then be posted.
- (e) The nature and the rate of utilization of additional hours (including casual hours) worked will be examined by the Employer and the Union on a semi-annual basis, during the second and fourth quarter of each calendar year, to determine whether such hours may be incorporated into regular positions or, whether regular or term positions could be created based on operational need. If it is determined that regular or term positions will be created, the Union and the Employer will meet to discuss the process under which the newly created positions will be posted or allocated.
- (f) New letters of employment will be issued when an employee's FTE is increased or a casual employee is confirmed to regular employment.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Sprenck
Maurice Nixon
Eric Woods
Jayne Rodford

Wanda Reade
[Signature]
[Signature]
Chris Jaye A. Pearson

/cope 491

**LETTER OF UNDERSTANDING 09-02
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY
RE: GENERAL WAGE STANDARDIZATION
(FORMERLY 05-03-B)**

The Parties recognize the importance of wage standardization for classifications performing the same duties.

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

Phase I - Specific to CUPE Local 8600

- April 1, 2003 \$55,108 (total amount for utilization for Local 8600)
- April 1, 2004 \$46,700 (total amount for utilization for Local 8600)
- April 1, 2005 \$46,700 (total amount for utilization for Local 8600)

Phase II

- April 1, 2006* \$ 5,840,000 (total amount for utilization on a sectoral basis)
- April 1, 2007* \$ 5,840,000 (total amount for utilization on a sectoral basis)
- March 31, 2008 \$ 3,000,000 (total amount for utilization on a sectoral basis)
- March 31, 2009 \$ 3,000,000 (total amount for utilization on a sectoral basis)

* Note - Standardization Funds identified in the previous Collective Agreement are included in sectoral value.

Principles:

- i) Distribution of General Wage Standardization Fund;

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Phase I - Local 8600

Salaries increased as follows:

- June 1, 2005 - 25% of targeted rate differential implemented on a go forward basis for the following positions:
- Central Processing Aide (Technician 1 certified)
- Health Care Aide
- Electrician
- 3rd Class Power Engineer
- 4th Class Power Engineer
- Support Services Aide (Snow Lake)
- Psychiatric Nursing Assistant

Phase II

Salaries are to be increased in accordance with the following:

% of remaining differential between existing salary rate and target salary rate to apply =

- April 1, 2006 - 36.87%
- April 1, 2007 - 36.87%
- March 31, 2008 - 18.94%
- March 31, 2009 - 7.32% - The intent of the Wage Standardization process and monies, provided for in the Manitoba Health Care Support collective agreements, is to complete Wage Standardization across the support sector by March 31, 2009.

Note: Wage standardization adjustments to be applied prior to economic wage increases.

ii) Phase I - Method for calculation of payment

Payments for employees working in classifications receiving wage standardization adjustments will be made effective June 1, 2005.

Wage increase will apply only to employees on staff at June 1, 2005.

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iii) a six (6) step salary scale will be established effective April 1, 2006;

Start Step 1 Step 2 Step 3 Step 4 Step 5

Exclusions: Professional/ Technical classifications
 Nursing classifications
 Trades
 'No Match' classifications

iv) a three (3%) percent differential will be established between each step on the salary scale (scale built from agreed to target top rate working downwards) for all salary scales created through Wage Standardization (except for exclusions listed above);

v) for the purpose of implementation of newly established salary ranges, methodology for step placement will be as follows:

(a) Placement onto newly established scale at nearest step affording an increase.

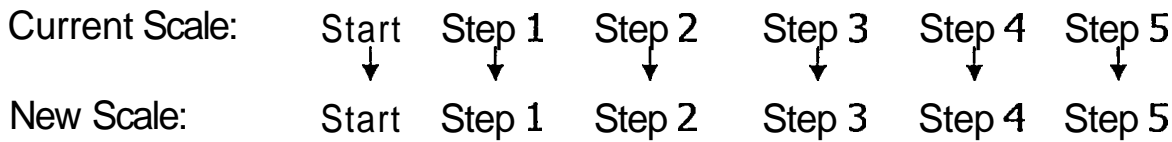
(b) Cannot result in placement on standard scale at a lower step than current step on scale.

(c) Where current scale has a lesser number of steps than newly established scale, previous years of service shall be recognized through placement. Previous service years to be determined with use of Article 2104 (~~Note — or applicable article number~~). Illustration of step placement provided in Example 2.

(d) Where the current scale has greater than 6 steps, those employees at step 6 and above shall be placed at step 6 of the newly established scale. Illustration of step placement provided Example 3.

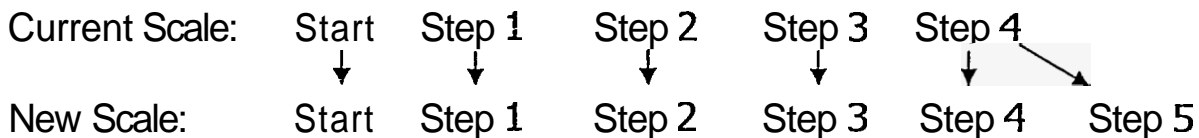
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EXAMPLE 1

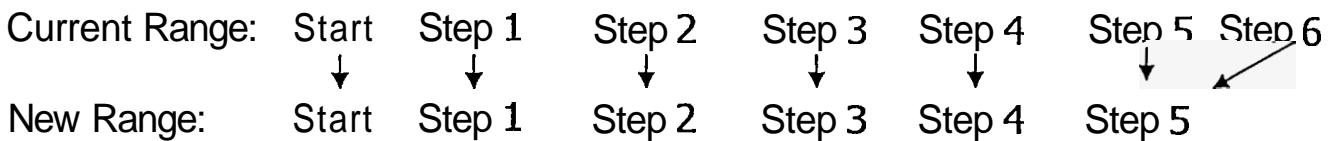


EXAMPLE 2

Incumbents may be placed onto 'New Scale' at either Step 4 or Step 5. Placement onto Step 5 conditional upon meeting criteria of iv) (c) above, and Article 2104 or 3106 of Collective Agreement. i.e., If the employee has been paid on current Step 4 for greater than one (1) anniversary period, employee will be placed at Step 5 on new scale.



EXAMPLE 3



vi) Present Incumbent Only (PIO)

- (a) Where it has been determined that the salary of an employee is higher than that of the standard salary range, that employee will be treated as follows:

All employees employed on the date that the new salary range is implemented will continue to be paid on the current salary range and will continue to receive increment increases and negotiated economic wage increases while they remain in their current classification. This also applies to employees who apply for and receive another position within their classification or who bump into another position within their classification.

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- (b) Where an employer's maximum salary rate has been established as the target top of scale rate, the standard scale will be introduced for new hires. Existing salary scale will continue on a Present Incumbent Only (PIO) basis.
- vii) Existing Red-Circled and Present Incumbent Only (PIO) Salaries

Any positions or employees currently red-circled or PIO'd will be addressed in the following manner:

 - (a) Red-circled and PIO rates/positions or employees where current maximum salary rate no longer equals or exceeds maximum rate of established standard salary scale (when implemented), will no longer be red-circled or PIO'd.
 - (b) Red-circled and PIO rates/positions or employees where current maximum salary rate continues to be greater than or equal to the established standard salary scale (when implemented), will continue to be red-circled or PIO'd.
 - (c) Where an employee resigns from a classification identified as red-circled or PIO'd and subsequently returns to the same classification, the employee will be placed on the standard salary scale in accordance with the Collective Agreement.
- viii) positions identified as unique (i.e. 'No Match' or no comparison to other health support classifications) are not eligible for standardization adjustments. Existing scale is to be maintained.
- ix) future salary increments to be processed in accordance with Collective Agreement Articles 2104 or 3106.
- x) should standardization be achieved before the fund is fully expended, the Parties agree that the terms of the letter of agreement have been met.

Matters contained in this Letter of Understanding shall not be subject to the grievance and arbitration procedure.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Sprenck
Maeve Nixon
Sue Woods
Joyce Rodford

/cope 491

Wanda Reader
Joyce M. Khan
Tracy
[Signature]

**LETTER OF UNDERSTANDING 09-03
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

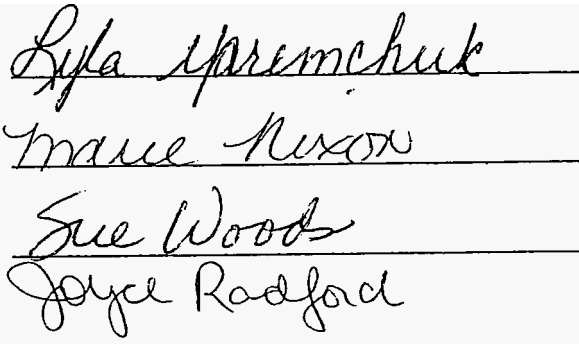
**RE: AMNESTY FROM PROVINCIAL WAGE/HOURS OF WORK
REDUCTION LEGISLATION**

The Employer will not exercise any right it may receive through legislation which enables the Employer to unilaterally reduce the wages specified in the Collective Agreement or the hours of work specified in Article 18 during the life of this Collective Agreement.

Signed this 12th of April 2010.

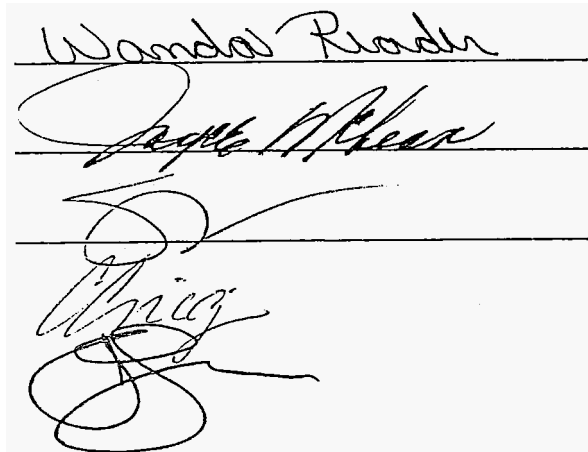
On behalf of the Union

On behalf of the Employer



Lyla Sprenchuk
Maue Nixon
Sue Woods
Joyce Radford

/COPE 491



Wanda Reader
Peggy Allan

[Signature]
[Signature]

**LETTER OF UNDERSTANDING 09-04
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

RE: REASONABLE ACCOMMODATION/RETURN TO WORK

Reasonable Accommodation

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

The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, 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 classification position, her new salary shall be determined in accordance with Article 1404.

.../2

In the event the accommodation results in the employee being moved to a lower classified position, her new salary shall be determined in accordance with Article 1405.

Return to Work

The Employer, the Union and employee(s) share a mutual concern for facilitating the return to work of ill, injured or disabled employees. The Union shall be notified of any return to work initiatives with respect to any employee. The applicable Parties shall meet to ensure the employee is clear on all the details and provisions of the return to work and that the work designated is within her restrictions and limitations as documented by a qualified medical practitioner.

Return to Work placement may occur within a fifty (50) kilometre radius of the originating site unless a greater distance is mutually agreed between the Employer and the employee.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Yaremchuk
Maeve Nixon
Sue Woods
Joyce Rodford
/cope 491

Wanda Reader
Joyce McLean
[Signature]
[Signature]

**LETTER OF UNDERSTANDING 09-05
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

**RE: 12 HOUR SHIFT AGREEMENT
(FORMERLY 05-08>**

1. Hours of Work
Applicable to four (4) week rotation:
 - (a) Regular hours of work for all full-time employees shall be:
 - i) thirteen (13) regular shifts of eleven (11) hours and fifty-five (55) minutes (11.915 hours) duration in any two (2) consecutive biweekly periods, and
 - ii) unless otherwise mutually agreed, no more than seven (7) such shifts may be scheduled in any one (1) biweekly period of work, and
 - iii) no more than four (4) such shifts may be scheduled without a day off.
 - (b) Overtime rates of pay shall be paid for time worked which exceeds the 11.915 hour shift, or time worked which exceeds one hundred and fifty-five (155) hours in any two (2) consecutive biweekly periods.
 - (c) 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.
 - (d) 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 and the Snow Lake twelve (12) week rotation:

- (a) Regular hours of work for full time employees shall be twenty (20) regular shifts of eleven (11) hours and thirty-seven (37) minutes (11.625 hours) duration in each three (3) consecutive biweekly periods.
 - (b) 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 biweekly periods.
 - (c) Each shift shall be inclusive of three (3) fifteen (15) minute rest periods and exclusive of one (1) thirty-seven (37) minute meal period.
 - (d) 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.
 - (e) Coverage on the "twelve" (12) 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.
2. Vacation/Recognized Holidays/Income Protection/Bereavement Leave
- (a) The number of duty days off that an employee receives under the "twelve" (12) 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.

(b) 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 purpose 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. Effective April 1, 2010, employees scheduled to be on call shall be paid a premium equal to three (3) hours' regular salary for each twelve (12) hour period on call.

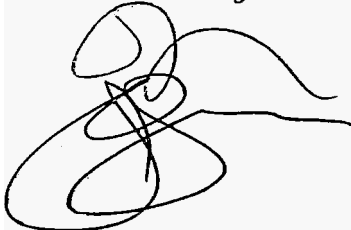
Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Iremchuk
Maurice Ruxon
Sue Woods
Joyce Radford

/cope 491

Wanda Reader
Joyce McLean
Chris


**LETTER OF UNDERSTANDING 09-06
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

RE: MODIFIED SHIFTS OF LESS THAN REGULAR HOURS OF WORK

The Employer and the Union mutually agree that the following conditions shall apply to shifts of less than seven and three-quarter (7.75) hours, (hereinafter referred to as "regular hours of work").

- I. The terms and conditions of the Collective Agreement shall apply to part-time employees working shifts of less than regular hours of work except as provided thereafter.
2.
 - Shifts of greater than three (3.0) paid hours up to and including five (5) paid hours shall include one (1) fifteen (15) minute rest period.
 - Shifts of greater than five (5.0) paid hours up to and including six (6) paid hours shall include one (1) fifteen (15) minute rest period and exclude one (1) thirty (30) minute unpaid meal period.
 - Shifts of greater than six (6) hours up to the regular hours of work shall include two (2) fifteen (15) minute rest periods and exclude one (1) thirty (30) minute unpaid meal break.
3. In the event that an employee is required to work beyond the end of her scheduled shift, she shall be paid for all hours worked beyond the shift at her basic salary up to the regular hours of work. Overtime rates of pay shall be applicable for time worked in excess of regular hours' work, in accordance with Article 1901.

.../2

Note: Paragraph 2 does not preclude the Employer from establishing a shift of less than three (3) hours.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

<u>Lyla Sprenckuk</u>	<u>Wanda Reader</u>
<u>Mae Nixon</u>	<u>Jane Allen</u>
<u>Sue Woods</u>	<u>Chris</u>
<u>Joyce Radford</u>	<u>[Signature]</u>

/cope 491

**LETTER OF UNDERSTANDING 09-07
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY
RE: REDEPLOYMENT**

The Parties agree that, effective the date of CUPE Local 8600 joining the Provincial Health Care Council of CUPE, this Letter of Understanding shall apply.

1. PURPOSE:

- 1.01 The Parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The Parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.02 It is agreed by the Parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the Unions involved and shall be supplementary to same.
- 1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.04 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned Unions and Employers.
- 1.05 For the purposes of this Letter of Understanding "receiving agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the "sending agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.06 All particulars of job opportunities at receiving facilities will be made available to the Unions as they become known to the above-mentioned Employers.

- 1.07 “Central Redeployment List” means a **list** of employees who have been laid-off from a participating Employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.

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

- 1.08 “Provincial Health Care Labour Adjustment Committee” (hereinafter referred to as the “Committee”) refers to the committee established by an agreement commencing January 20, 1993 between The Government of Canada, The Government of Manitoba, Manitoba Health Organizations Inc., and Manitoba Council of Health Care Unions.

2. SENIORITY:

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

3. TRIAL PERIOD:

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

4. NEW AND VACANT POSITIONS:

- 4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise mutually agreed between affected Employers and affected bargaining units/Unions.
- 4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving facility within a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Central Redeployment List.

If there are no applicants/no qualified applicants from the same region, the receiving facility shall provide preferential consideration to qualified applicants from other regions who are on the Central Redeployment List.

The following provisions shall apply in filling the vacancy:

- (a) Employees on the Central Redeployment List shall be listed in order of seniority [as per "sending" Collective Agreement(s)];
- (b) subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
- (c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- (d) in assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- (e) receiving facilities job description applies vis-à-vis qualification requirements;

(9) once an employee has been permanently redeployed and has completed the trial period with a receiving employer, she/he shall relinquish any recall rights to her/his former employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving Employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending Employer and the original receiving Employer.

5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:

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

6. PORTABILITY OF BENEFITS:

The following benefits are portable:

6.01 Accumulated income protection benefits/sick leave credits.

6.02 Length of employment applicable to rate at which vacation is earned.

6.03 Length of employment applicable to pre-retirement leave. NOTE: Deer Lodge Centre limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.

6.04 Length of employment for the purposes of qualifying to join benefit plans, e.g., two (2) year pension requirement.

6.05 Benefits - An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.

6.06 Salary Treatments:

(a) If range is identical, then placed step-on-step;

(b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of lay off.

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

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

7. OTHER CONDITIONS:

7.01 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.

7.02 Salary and vacation earned to date to be paid out by sending Employer.

7.03 Banked time including overtime bank, stat bank, to be paid out by sending Employer.

8. TRAINING:

8.01 The Parties agree that provisions for training will be dealt with by the Committee.

9. ADMISSION OF NEW MEMBERS:

9.01 The Parties hereby authorize the Committee to admit new signatories as participating Employers or participating Unions in such manner and upon such terms as the Committee in its discretion deems appropriate without the necessary consultation or agreement with existing signatories. Upon admission to this Agreement such new signatories will have the same rights and obligations as existing participating Unions and participating employers, effective the date of such admission.

10. ACCEPTANCE OF LETTER OF UNDERSTANDING:

10.01 Signatories to this Letter of Understanding agree to accept this letter without amendment. Any subsequent amendment to the Letter of Understanding shall only be implemented if approved pursuant to Article 12.

11. DURATION:

11.01 This Letter of Understanding shall be in full force and effect for an indefinite period commencing the date of signing. In the event that any one of the Parties signatory to this Letter of Understanding wishes to terminate its participation in this Letter of Understanding it shall give sixty (60) days' written notice to the Committee and to the appropriate bargaining agent or employer in respect of its Collective Agreement. Such termination shall not invalidate this Letter of Understanding as affects the other signatories except for the specific employer or bargaining agent that is party to the relevant and affected Collective Agreement.

12. AMENDMENTS:

12.01 Amendments to this Letter of Understanding shall be effective if passed by the Committee after consultation with the signatories to the Letter of Understanding as outlined herein. All signatories shall receive a copy of the proposed amendment(s). Each signatory shall have thirty (30) calendar days during which to express its concerns (if any) about the proposed amendment(s). Any unresolved concerns must be reconciled by the respective employer/labour caucus prior to a Committee vote being conducted. If there are no concerns raised by signatories to the proposed amendments the Committee shall be empowered to implement the amendment(s).

13. APPEAL PANEL:

13.01 Should a dispute(s) arise between a participating Union(s) and a participating Employer(s) regarding the application, interpretation or alleged violation of this Letter of Understanding, the Parties concerned shall meet and attempt to resolve the dispute(s) through discussion.

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

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

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

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

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

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

Any dispute under the Letter of Understanding shall not be resolved by grievance or arbitration pursuant to the collective agreement. The Appeal Panel is intended to be the only vehicle for resolution of such disputes.

This Letter of Agreement confirms that the above-named Parties have ratified the Letter of Understanding on Redeployment Principles which is appended to and forms part of this Letter of Agreement.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Sprenchuk
Mae Nixon
Sue Woods
Joyce Radford

/cope 491

Wanda Reader
John Allen
[Signature]
Chris
[Signature]

**LETTER OF UNDERSTANDING 09-08
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

RE: REPRESENTATIONAL ABORIGINAL WORKFORCE

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

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

(e) The Union assumes no responsibility for costs associated with the initiative.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Spremchuk
Marie Nixon
Sue Woods
Joyce Radford

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Wanda Reader
Julie McKeen
[Signature]
[Signature]
[Signature]

**LETTER OF UNDERSTANDING 09-09
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

**RE: UTILIZATION OF EMPLOYEE PORTION OF EMPLOYMENT
INSURANCE (EI) REBATE, TRAINING AND EDUCATION FUND**

The Parties agree that, three (3) pay periods following date of ratification, the employee portion of the EI rebate will be directed to a provincial training and education fund. The training and education fund will be administered by the CUPE Provincial Health Care Council (PHCC). It will be the responsibility of the (PHCC)-to establish Terms of Reference for the administration of the training and education fund including guidelines for the allocation and distribution of the monetary resources. It is understood that the fundamental purpose of the training and education fund is to assist employees in upgrading their skills and education to further their careers in health care and to enhance the availability of qualified employees within the provincial health care sector.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Ryla Yaremchuk
Maurice Nixon
Sue Woods
Jayne Radford

/cope 491

Wanda Reader
Jay B. Pless
[Signature]
[Signature]

**LETTER OF UNDERSTANDING 09-10
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

RE: PROVINCIAL FACILITY SUPPORT SECTOR ADVISORY COMMITTEE

The Parties acknowledge that in order to support the delivery of effective patient/resident care, it is necessary to have an adequate supply of trained employees. The Parties acknowledge that availability of qualified employees may differ throughout the province and there may need to be consideration of unique regional challenges.

Therefore, the Parties agree to recognize the Provincial Facility Support Sector Advisory Committee as follows:

Therefore the Parties agree to establish a Provincial Facility Support Sector Advisory Committee with representation from the Employers and the Unions. Union representation shall be a maximum of six (6) Business Representatives or elected Union Officials. The Committee shall meet quarterly, the purpose of which will be:

- To identify classifications that are experiencing current or anticipated shortages of trained staff including, but not limited to, Health Care Aide, Sterile Processing Technician and Coding Technologist;
- To identify training requirements in order to address current or anticipated shortages;
- To recommend strategies to facilitate the availability and accessibility of training programs;
- To consider other systematic staffing issues that may be raised by Committee members;
- To present its findings and recommendations to the Regional Health Authorities of Manitoba (RHAM) prior to the expiration date of the collective agreement.

The Provincial Facility Support Sector Advisory Committee will commence meeting within ninety (90) days of all Unions' ratification of the 2008 negotiated Agreement.

The Committee will determine process issues including the circumstances in which individuals including employees may be invited to present or share information with the Committee for its consideration.

The Provincial Facility Support Sector Advisory Committee will be in existence for the duration of the Collective Agreement and will be extended if agreed to between the Parties.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Yaremchuk
Maurice Nixon
Sue Woods
Jayne Radford

/cope 491

Wanda Reader
Jeff Allen
[Signature]
[Signature]

**LETTER OF UNDERSTANDING 09-11
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

RE: PENSION OR BENEFIT PLAN IMPROVEMENTS

During the term of the 2008 to 2012 Collective Agreement, should another health care union receive enhanced pension or benefit plan improvements, the facility support unions will also receive the same enhancements at the same time.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Sylvia Yaremchuk
Maureen Nixon
Sue Woods
Joyce Radford

/cupe 491

Wanda Reader
John McLean
[Signature]
[Signature]

**LETTER OF UNDERSTANDING 09-12
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

RE: MAINTENANCE OF WAGE STANDARDIZATION

WHEREAS Health Care Employers represented by the Labour Relations Secretariat and Health Care Unions (hereinafter "the Parties") have negotiated provisions to work toward the attainment of wage standardization in the facility support sector for classifications performing the same duties;

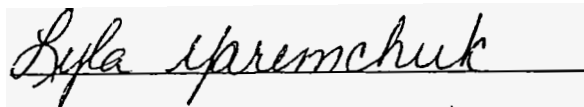

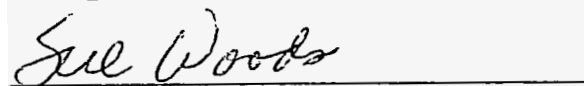
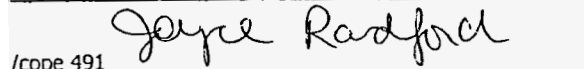
AND WHEREAS Phase II of the Wage Standardization initiative will be concluded on March 31, 2009;

AND WHEREAS the Parties agree that Wage Standardization must be maintained while at the same time recognizing that bona fide and significant changes to an employee's or group of employees job content may result in a request for review of the wage scale;

THEREFORE the Parties agree to establish a joint committee within sixty (60) days of ratification of the final facility support Collective Agreement in 2008. The mandate of the joint committee is to develop a process, including a dispute resolution mechanism, to deal with changes in job content or qualification requirements consistent with the stated purpose of ensuring the maintenance of wage standardization. The time frame for the joint committee to conclude its deliberations is ninety (90) days from its first meeting.

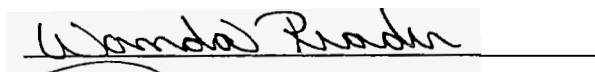

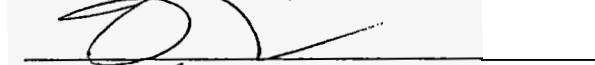

Signed this 12th of April 2010.

On behalf of the Union

/cupe 491

On behalf of the Employer

**LETTER OF UNDERSTANDING 09-13
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

**RE: ONE TO ONE ATTENDANT
(FORMERLY MOU #1)**

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 Letter of Understanding.
3. It is further agreed that the rate of pay applicable for One to One Attendant duty will be that of the Non-certified Health Care Aide.
4. An employee who receives less than twenty four (24) hours' notice of cancellation for a shift, shall receive three (3) hours of pay at her basic rate of pay.

Signed this 12th of April 2010.

On behalf of the Union

Lyla Yaremchuk
Maurice Nixon
Sue Woods
Joyce Rodford
/COPE 491

On behalf of the Employer

Wanda Rooder
Judith McLean
[Signature]
[Signature]

**LETTER OF UNDERSTANDING 09-14
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

RE: 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 zero eight (11.08) hour shift schedule pattern (hereinafter referred to as twelve (12) hour shift pattern):

1. Regular hours of work for all full time employees shall be three hundred and ten point two four (310.24) hours in each four (4) consecutive biweekly periods.
2. Part- time employees working in a twelve (12) hour shift rotation may have shifts of seven point seven five (7.75) hours included in their rotation.
3. Overtime rates apply when :
 - i) An employee works beyond three hundred and ten point two four (310.24) hours in the four (4) consecutive biweekly periods;
 - ii) An employee works beyond eleven point zero eight (11.08) hours in a day
 - iii) An employee, after commencing a seven point seven five (7.75) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed seven point seven five (7.75) hours.
4. Each twelve (12) hour DAY shift shall be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (I) thirty (30) minute meal period and one (I) twenty-five (25) minute meal period.
5. Each twelve (12) hour NIGHT shift shall be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (I) fifty-five (55) minute meal period.

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

(a) 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.

(b) 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.

(c) An employee may accumulate three (3) recognized holidays for the purpose of taking four (4) paid twelve (12) hour shifts off duty at a time.

7. 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 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Sprenck
Maree Nixon
Sue Woods
Joyce Rodford

/cope 491

Wanda Reader
Jayce McLean
[Signature]
[Signature]

**LETTER OF UNDERSTANDING 09-15
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY

RE: ROSAIRE HOUSE SCHEDULING
(FORMERLY 08-23)**

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

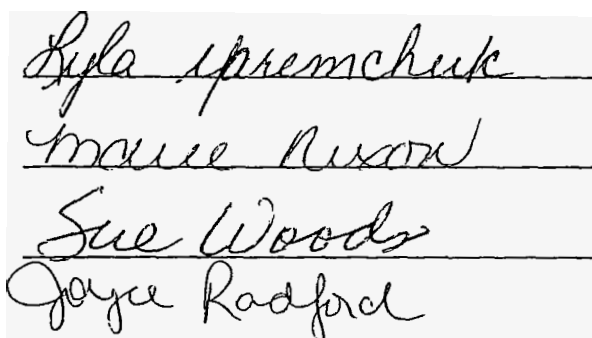
1. Residential Care Workers will work less than the prescribed two thousand and fifteen (2015) hours, but will receive benefits and be recognized as a full-time employee. The twenty three point two five (23.25) hours less than the two thousand and fifteen (2015) hours of a full-time position (as described 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 Letter).
3. During the four (4) week rotation, the following conditions will occur:
 - (a) During any one (1) pay period, one (1) full-time Residential Care Worker 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 Residential Care Worker 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 Residential Care Workers 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 12th of April 2010.

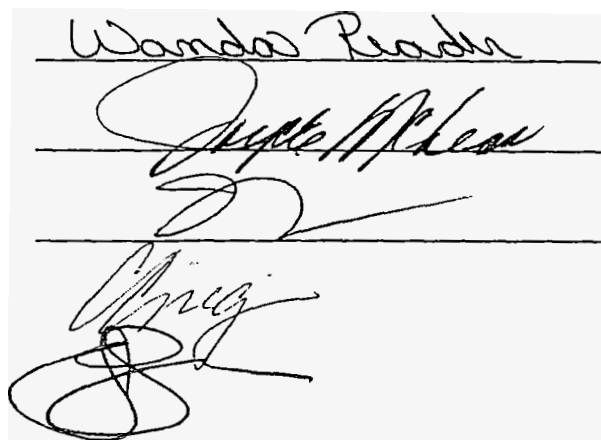
On behalf of the Union

On behalf of the Employer



Handwritten signatures of four union representatives: Lyla Ipremchuk, Maureen Nixon, Sue Woods, and Joyce Radford. Each signature is written on a horizontal line.

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Handwritten signatures of three employer representatives: Wanda Reader, Joyce McLean, and a signature that appears to be 'Vig'. Each signature is written on a horizontal line.

LETTER OF UNDERSTANDING 09-16
LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY

RE: 12 HOUR SHIFT AGREEMENT – MAINTENANCE, FLIN FLON

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 biweekly 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 1812 (a).
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 16. 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 shifts 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. Effective April 1, 2010, Employees scheduled to be on call shall be paid a premium equal to three (3) 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 1907.
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.

Signed this 12th of April 2010.

On behalf of the Union

Lyla Yaremchuk
Maree Nixon
Sue Woods
Joyce Radford

/copie 491

On behalf of the Employer

Wanda Reader
Jill Albee
[Signature]
Chris
[Signature]

**LETTER OF UNDERSTANDING 09-17
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

**RE: LAB/X-RAY RECEPTION; MEAL BREAK FOR VACATION
AND OTHER LEAVE
(FORMERLY 08-24)**

The above Parties agree that this Letter 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 Letter 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 Letter of Understanding can be terminated by either Party upon fourteen (14) calendar days' notice.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Yaremchuk
Maurice Nixon
Sue Woods
Joyce Radford
/cupe 491

Wanda Reader
[Signature]
[Signature]
[Signature]

**LETTER OF UNDERSTANDING 09-18
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY
RE: NURSING ASSISTANT GRANDFATHERING
(FORMERLY 08-25)**

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 Letter 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 1403 regarding promotions, transfers and demotions will be applicable.

Signed this 12th of April 2010.

On behalf of the Union

Lyla Yaremchuk
Maura Nixon
Sue Woods
Joyce Radford

On behalf of the Employer

Wanda Reader
Judy McLean
[Signature]
[Signature]

LETTER OF UNDERSTANDING 09-19

BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY

RE: SWITCHBOARD/ADMITTING RESPONSIBILITY PAY
(FORMERLY 08-26)

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 2105 (b) 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 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Sprenck
Mae Nixon
Sue Woods
Joyce Rooford

/cope 491

Wanda Reader
Joyce McLean
[Signature]
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**LETTER OF UNDERSTANDING 09-20
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

**RE: NORTHERN TRAVEL BENEFIT
(FORMERLY 08-27)**

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 an 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 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Syla Yaremchuk

Maeve Nixon

Sue Woods

/COPE 491 Joyce Radford

Wanda Reader

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**LETTER OF UNDERSTANDING 09-21
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

RE: SCHEDULING GUIDELINES

The following protocol shall be deemed part of the Collective Agreement in respect to the scheduling of hours of work.

1. Employees wishing to pick up additional shifts are required to complete the appropriate Availability Sign Up Calendar. This Availability Sign Up Calendar will indicate the shifts that the employee is available to work.
2. Each Availability Sign Up Calendar will be posted for a two (2) week schedule, five (5) weeks prior to the posting date of the schedule. Employees will have two (2) weeks to indicate their availability on the Availability Sign Up Calendar.
3. Updated schedules will be posted every Monday by 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 her shifts so scheduled.
4. When shifts become available after the schedule has been posted, the Staffing Officer will call those employees that have indicated that they are available to work additional shifts on the Availability Sign Up Calendar by seniority, and in accordance with Article 3108 (a) .
5. The Staffing Officer has fulfilled her responsibility for filling the shift upon contacting the first employee who agrees to work the shift.
6. (a) Where the shift is five (5) or more days in the future, the Manager/designate is required to leave a message for the employee and allow four (4) hours for the employee to respond to the request to work the shift.

(b) Where the shift to be worked is within four (4) days, the Manager/designate is not required to wait for an employee to return her call if the Manager /designate got the employee's answering machine or to continue to try to reach an employee where there is no answer or busy signal on the employee's phone.

7. It is the responsibility of the employee to ensure that the Manager/designate has current contact information for her, with a maximum of two (2) phone numbers. The employee is expected to work the shifts once she has indicated her agreement to do so.

Amendments to this LOU may be made by mutual agreement by the Parties and shall be attached to this Collective Agreement.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Yaremchuk
Mae Nixon
Sue Woods
Joyce Radford

/cope 491

Wanda Reardon
Janet A. Kline
J
Greg
[Signature]

**LETTER OF UNDERSTANDING 09-22
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

**RE: COMBINATION OF 12/8/6 HOUR SHIFT ROTATIONS
(6 WEEK ROTATION)
Flin Flon Personal Care Home (Part-time Employees)**

The Employer and the Union mutually agree that the following conditions and understandings shall apply regarding the application of the combined eleven point six two five (11.625), seven point seven five (7.75) and five point seven five (5.75) hour shift schedule pattern, herein after referred to as the twelve (12), eight (8), and six (6) hour shift schedule pattern.

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

- i) The number of duty days off that an employee receives under this shift schedule pattern are to correspond exactly in hours to the duty days off on a seven point seven five (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 point seven five (7.75) hours off at her basic rate of pay, or may choose to be paid the seven point seven five (7.75) hours at her basic rate of pay. An employee may accumulate three (3) recognized holidays for the purposes of taking two (2) paid "12" hour shifts off duty to be taken consecutively with scheduled days off or to complete a partial week of vacation.

2. 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.

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

This allowance shall also be applicable to each hour worked at one thousand and six hundred (1600) hours on a “modified” Day or Evening shift during which at least two (2) hours are worked between one thousand and six hundred (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 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 one thousand and six hundred (1600) hours to the termination of the Day shift on a twelve (12) hour shift pattern.

4. Each shift of twelve (12) 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 twelve (12) hours shall be exclusive of one (1) meal period not exceeding thirty-seven (37) minutes in length.

Each shift of eight (8) hours is to be inclusive of two (2) 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 eight (8) hours shall be exclusive of one (1) meal period not exceeding thirty (30) minutes in length.

Each shift of six (6) hours is to be inclusive of one (1) fifteen minute rest period. It is understood that this rest period is to be taken at the discretion of the employee and provided that such break will not unduly disrupt patient care. Each shift of six (6) hours shall be inclusive of one (1) meal period not exceeding thirty (30) minutes in length.

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. Overtime Provisions

Employees working this shift pattern have shifts of eleven point six two five (11.625), seven point seven five (7.75) and five point seven five (5.75) hours included in the rotation.

Overtime rates apply when:

- i) An employee works beyond two hundred and thirty-two point five (232.5) hours in the six (6) week rotation:
- ii) An employee works beyond eleven point six two five (11.625) hours in a day;
- iii) An employee, after commencing a seven point seven five (7.75) or five point seven five (5.75) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed seven point seven five (7.75) hours.

Signed this 12th of April 2010.

On behalf of the Union

Lula Yaremchuk

Maura Kusor

Sue Woods

Joye Rodford

COPE 49₁

On behalf of the Employer

Wanda Rinder

Joye Rodford

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**LETTER OF UNDERSTANDING 09-23
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

**RE: CHRISTMAS SCHEDULING FOR 12 HOUR SNOW LAKE
SUPPORT SERVICE AIDES**

The Employer and the Union mutually agree:

Each calendar year, the Employer agrees to schedule time *off* for the Christmas Holidays and New Year's Holidays on a rotational basis from the previous year, subject to operational requirements, endeavouring to grant as many consecutive days off as possible over Christmas Day or New Year's Day.

As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Years Eve will be assigned with New Years Day, unless otherwise mutually agreed.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Yaremchuk
Maurice Nixon
Sue Woods
Joyce Radford

/COPE 491

Wanda Reader
[Signature]
[Signature]
[Signature]

**LETTER OF UNDERSTANDING 09-24
BETWEEN
CUPE LOCAL 8600
AND
NORMAN REGIONAL HEALTH AUTHORITY**

RE: WAGE ADJUSTMENT - TRADES COMPONENT CLASSIFICATIONS

For the continued maintenance of wage standardization, and to ensure the salary scales of Trades classifications as represented by CUPE maintain an appropriate relationship to salary scales of the same classifications represented by OEM, application of current and future wage adjustment will be as follows:

1. Effective April 1, 2008, and thereafter, classifications listed herein shall have wages adjusted in accordance with the rates and effective dates as established within the OEM Central Table Collective Agreement.
2. Classifications listed herein may be revised to remove or include additional classifications, as deemed necessary by the Parties, for the continued maintenance of wage standardization.
3. Affected classifications:

Standardization Group Number	NOR-MAN Classification Title	OEM Comparable Classification
12H	Carpenter	
12 E	Electrician	
12A	3 rd Class Power Engineer	
12B	4 th Class Power Engineer	
12C	5 th Class Power Engineer	
12C	5 th Class Power Engineer - PIO	
12 I	Refrigeration Mechanic	

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Spremchuk
Maurice Nixon
Sue Woods
Joyce Radford
/COPE 491

Wanda Reader
Joyce Alken
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**LETTER OF UNDERSTANDING 09-25
BETWEEN
NORMAN REGIONAL HEALTH AUTHORITY
AND
CUPE LOCAL 8600**

**WE SPECIAL PROVISIONS RE: CASUAL EMPLOYEES: ARTICLE 3301
(p)**

The Parties agree that for the purpose of implementation of Article 3301 (p), casual employees who have obtained a posted position since April 1, 2008, shall have their relevant hours worked in casual status applicable to the position credited towards increment placement.

The Parties further agree that no employee shall receive retroactive wage increases through the implementation of this Article, and that any wage adjustments will be effective the date of ratification for those employees that currently occupy a part-time or full-time position at the date of ratification.

Signed this 12th of April 2010.

On behalf of the Union

On behalf of the Employer

Lyla Yaremchuk
Maree Nixon
Sue Woods
Jayne Radford

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Wanda Radin
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