



COLLECTIVE AGREEMENT

BETWEEN

SEVEN OAKS GENERAL HOSPITAL

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION 987**

August 11, 2014 to August 12, 2015

Case No. 187/14/LRA

FIRST COLLECTIVE AGREEMENT

**BETWEEN: SEVEN OAKS GENERAL HOSPITAL, as represented by the
LABOUR RELATIONS SECRETARIAT,**

HEREINAFTER called the "Employer" in the First Part

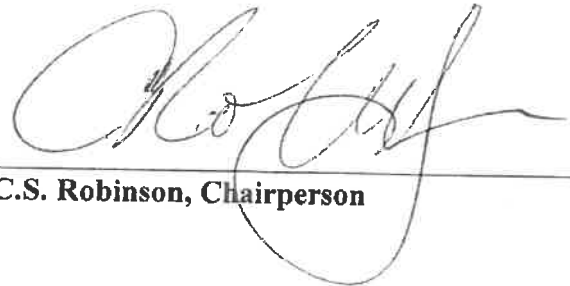
-and-

International Union of Operating Engineers, Local 987,

HEREINAFTER called the "Union" in the Second Part

This agreement imposed upon the parties by the
Manitoba Labour Board, this 11th day of
August, 2014.

Signed on behalf of the Manitoba Labour Board
by:



C.S. Robinson, Chairperson



B. Peto, Board Member



S. Taylor, Board Member

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PREAMBLE

WHEREAS the Employer and the Union desire to:

- a) Promote co-operation and understanding between the Employer and its employees, and
- b) Recognize the mutual value of joint discussion and negotiations of matters pertaining to working conditions, occupational health and safety, benefits and terms of employment, and
- c) Encourage efficiency of operation, and
- d) Promote the morale, well-being and security of members of the bargaining unit represented by the Union.

AND WHEREAS the Union recognizes that the Employer provides an essential community service and cannot be strictly compared to an industry.

NOW THEREFORE, in consideration of the covenants herein contained, the Employer and the Union agree with each other as follows:

ARTICLE 1 - SCOPE OF RECOGNITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for employees in the bargaining unit defined in the Manitoba Labour Board Certification No. MLB-6937.
- 1.02 New classifications created during the term of this Agreement and coming within the scope of the bargaining unit as defined shall be added to Appendix "A".

ARTICLE 2 - DURATION

- 2.01 This Collective Agreement shall be for a period of one (1) year, commencing from the date on which the Board imposed the terms and conditions of this Collective Agreement upon the parties.
- 2.02 **Changes in Collective Agreement**
Any changes deemed necessary in this Collective Agreement may be made by mutual agreement of both parties during the existence of this Collective Agreement.
- 2.03 **Notice of Renewal**
Either party desiring to propose changes or amendments to this Collective Agreement shall, between the period of thirty (30) and ninety (90) days prior to termination date, submit a copy of the proposed changes to the other party.
- 2.04 Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Collective Agreement.
- 2.05 If notice is not given under Article 2.03, this Agreement shall be renewed without change for a further period of one year.
- 2.06 The Union and its officers agree that there shall be no strikes, slowdown, or interference with work during the life of this Agreement, and to this end the Union will take action to prevent any employee covered by this Agreement from engaging in any such activity. The Employer agrees that there shall be no lockout during the life of this Agreement.
- 2.07 The Union agrees to give the Employer at least one (1) week written notice as to the date of any intended strike action and the Employer agrees to give the Union at least one (1) week written notice as to the date of any intended lockout.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Except as in this Agreement otherwise expressly provided, it is acknowledged that the Employer has the right, responsibility and authority to manage, operate, and generally regulate the facility and its affairs and functions.
- 3.02 In exercising its management rights and administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

ARTICLE 4 - UNION SECURITY

- 4.01 The Employer agrees to deduct from the pay of each employee in the bargaining unit the current monthly Union dues and/or assessments levied in accordance with written instructions received from the Union.
- 4.02 The Employer will remit to the Union monthly any monies deducted, along with a list of employees from whom deductions have been made.
- 4.03 The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month prior to the effective date of the change.
- 4.04 The Employer shall provide the Union with the names of all employees hired during the preceding calendar month, their classification and starting rate of pay, also the names of all employees who have terminated with the Employer, for whatever reason, and their classification.
- 4.05 The Employer shall include the amount of Union dues deducted from each employee during the relevant taxation year on the Income Tax T-4 slips.

- 4.06 The Union shall save the Employer harmless from any claims from employees covered by this Agreement as a result of Union dues and/or assessments having been collected in accordance with the terms of this Article.
- 4.07 No employee shall make any written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 4.08 Supervisors, Coordinators, and/or foremen and other employees of the Employer whose jobs are not classified within the bargaining unit shall not work on a recurring basis on jobs which have been determined as being within the bargaining unit except in cases of training or emergency.
- 4.09 All employees who may be hired by the Employer during the life of this Collective Agreement will become members of the Union within thirty (30) days of hire or rehire and will be required to maintain their membership in good standing as a condition of employment.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Union agrees to provide the Employer with a current list of Stewards and committee representatives of the unit and will advise the Employer of any changes which may occur from time to time.
- 5.02 When meeting with the Employer for the purpose of conducting negotiations, one (1) employee attending as a representative of the Union shall suffer no loss of regular pay. It is also understood that there may be an additional one (1) employee present without loss of regular pay and that the Union will reimburse the Employer for total recovery of payroll and related costs.
- 5.03 When meeting with the Employer for the purpose of dealing with a grievance, the grievor and one (1) steward shall suffer no loss in pay.

- 5.04 Employees whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of any pay as a result.
- 5.05 The Business Representative of the Union shall be permitted to meet with an employee during his working hours upon notification to the Employer, with the understanding that:
- a) the Union will take into account the legitimate interest of the Employer in ensuring that the operation of the workplace is not unduly disrupted;
 - b) the Employer will take into account the legitimate interest of the Certified Bargaining Agent in facilitating communication between its representatives and employees in the unit at the workplace; and
 - c) where reasonably practicable, the Union agrees to provide a minimum of forty-eight (48) hours notice to the Employer of any meeting held pursuant to this provision.
- 5.06 The Union representative or designate shall have up to fifteen (15) minutes during work time at a time mutually agreeable with the Employer, or up to thirty (30) minutes at a new employee orientation session, to acquaint new employees falling within the scope of this Collective Agreement with the fact that a Collective Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.
- 5.07 The Employer and the Union shall each from time to time appoint a group of not more than two (2) persons from each side and the two (2) groups thus appointed shall together form a committee to be known as the Staff/Management Committee. The Staff/Management Committee shall meet at the call of either group upon at least five (5) days' notice, and not more often than once in each month (unless by common accord) for the purpose of discussing Employer /

Employee relations and other matters of mutual concern. Agendas shall be circulated at least seven (7) calendar days prior to each meeting together with the minutes of the previous meeting. Matters covered by the Collective Agreement or being addressed through the grievance procedure shall not be addressed at the Staff/Management Committee.

ARTICLE 6 - RESPECTFUL WORKPLACE – NON-DISCRIMINATION

- 6.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free of discrimination and harassment.
- 6.02 The parties agree that there shall be no discrimination based upon:
- Ancestry, including colour and perceived race,
 - Ethnic background or origin
 - Age
 - Nationality or national origin
 - Political belief, association or activity
 - Religion or creed
 - Sex, including pregnancy
 - Marital status or family status
 - Sexual orientation
 - Gender identity
 - Physical or mental disability

- Place of residence
- Membership or activity in the union,

Except as may be allowed under the Manitoba Human Rights Code.

6.03 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).

6.04 The definition of harassment and discrimination shall consist of the definition contained in the Manitoba Human Rights Code and the Labour Relations Act and the Workplace Safety and Health Act and its Regulations.

The Employer shall implement and maintain a Respectful Workplace Policy. A copy of the policy shall be provided to all Employees.

ARTICLE 7 - DEFINITIONS

7.01 An “employee” is a person employed by the Employer as defined below in one of the occupational classifications within the scope of this Agreement.

7.02 A “full-time” employee is one who regularly works the full prescribed hours of work specified in the Hours of Work Article, Article 19.

7.03 A “part-time” employee is one who is employed for less than the regular hours in a position within the bargaining unit on a scheduled basis.

7.04 A “temporary” employee is one who is employed for a specified period of time, or for a particular project or special assignment, that shall not exceed one (1) calendar year unless mutually agreed between the Employer and the Union. A

temporary employee may be required to work full-time and/or part-time hours and will be entitled to all provisions of the Collective Agreement unless otherwise specified. A temporary employee may not be terminated and re-hired for the purpose of extending the period of temporary employment. A temporary employee shall have no seniority rights in matters of layoff and recall.

- 7.05 "Probationary Period" - For full-time employees the period from the date of last employment to the completion of three (3) calendar months of employment will constitute an employee's probationary period. The probationary period may be extended for an additional period of three (3) months. The probationary period shall not exceed six (6) months total. For part-time employees the period of time from the date of last employment to the completion of the accumulation of four hundred and eighty (480) hours or four (4) calendar months of service, whichever comes first, will constitute an employee's probationary period. The probationary period may be extended for an equivalent amount of time.

A "probationary" employee is a newly hired employee who is currently in the process of fulfilling the probationary period as set forth in this Article in either a term appointment or a regular full-time or part-time appointment. If deemed unsuitable during the probationary period, a probationary employee shall be terminated in accordance with the provisions of Article 29: Termination of Employment.

- 7.06 A "term appointment" is the placement of an individual for a specified period of time, or for a particular project or special assignment, that shall not exceed one (1) calendar year unless mutually agreed between the Employer and the Union. When the Employer determines it is necessary to enact a term appointment due to extended illness, accident or a Workers Compensation claim, it is recognized that the Employer will be unable to provide a definitive expiry date.

In such cases the Employer shall state on the job posting that said term position will expire upon the current incumbent providing a forty-eight (48) hour written notice period of their ability to return to their former position.

Employees, who have established seniority pursuant to Article 12, will be allowed to apply to a term appointment that is posted and filled in accordance with Article 13. The successful applicant shall, upon the conclusion of the term appointment, be returned to their former position and corresponding salary level.

- 7.07 "Bi-weekly period" shall mean the two (2) weeks constituting a pay period.
- 7.08 Where the context so requires, masculine and feminine genders, and singular and plural numbers shall be considered interchangeable.
- 7.09 "Weekend" denotes Saturday and Sunday.
- 7.10 The word "promotion" shall mean a change from one (1) grade to another grade with a higher maximum rate of pay.
- 7.11 "Casual" - an employee whose work is irregular, or non-recurring or does not follow an on-going pre-determined schedule of work on a regular and recurring basis and is called in occasionally by the Employer to replace a full-time or part-time employee, or to supplement regular staff coverage in situations of unforeseen staff shortages.
- 7.12 "Length of Employment" shall mean the period of time since an employee last became a full-time or part-time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and "Length of Service" shall have a similar meaning. Conversion from full-time or part-time status to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be included in an employee's length of employment or length

of service even when a casual employee subsequently becomes a full-time or part-time employee.

- 7.13 “Continuous Employment” shall mean the period of time since an employee last became a full-time or part-time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and “Length of Service” shall have a similar meaning. Conversion from full-time or part-time status to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be included in an employee’s length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.

ARTICLE 8 - BULLETIN BOARD

- 8.01 The Union shall be allowed to use existing bulletin boards located in the department.
- 8.02 The Union agrees to comply with any reasonable request to remove posted material on the grounds that it is damaging to the Employer.

ARTICLE 9 - CLASSIFICATIONS

- 9.01 If a new classification within the bargaining unit is established or if there is a change in the job content of an existing classification during the term of this Agreement and provided that the new or revised classification falls within the scope of the bargaining unit, the Employer will notify the Union as to the proposed job content and rate of pay, and provide a revised version of the

complete job description to the Union. If the Union desires to enter into negotiations concerning the rate of pay, it will so inform the Employer within seven (7) days and negotiations will commence within fourteen (14) days of receipt of such notice. These time limits may be extended by mutual agreement between the Employer and the Union.

- 9.02 Failing agreement, the matter may be referred to Arbitration in accordance with Article 11.
- 9.03 Any dispute as to whether a new classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.
- 9.04 An employee shall have the right to request a review of his classification if he feels that the duties of the job have substantially changed. The employee will apply in writing to the Department Head or designate.
- 9.05 The Employer will examine the duties of the employee and provide a decision as to the validity of the request within twenty-one (21) working days from the date they received the request from the employee.
- 9.06 A revision to an existing job description to reflect more accurately the job content shall not constitute prima facie evidence of a substantial change in job content.
- 9.07 An employee who disputes a decision provided under clause 9.05 may file a grievance in accordance with Article 10.
- 9.08 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, the adjustment shall be retroactive to the date the new or revised classification came into effect.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 The Employer recognizes that Stewards and Officers have duties and responsibilities towards and on behalf of the Union and are required at times to leave their jobs to investigate and process grievances, or discuss with supervisors other matters affecting employees. The Union recognizes that Stewards and Officers are employees of the Employer and as such have jobs to perform on behalf of the Employer. When it becomes necessary for Stewards or Officers to leave their jobs to attend to the above matters, they will give their supervisors as much advance notice as possible and arrangements will be made by their supervisor to leave their jobs with no loss of pay as soon as reasonably possible, but normally not later than one (1) hour following the request.
- The Union agrees that there will not normally be duplication of duties and responsibilities of its Stewards and Officers, however, it is recognized that there may be times when, because of the circumstances, the Union or Employer may deem it necessary to have more than one representative attend to the matter.
- 10.02 A "grievance" shall mean any dispute between an employee, group of employees, or the Union and the Employer regarding the interpretation, application or alleged violation of this Agreement.
- 10.03 For the purposes of determining lengths of time in the following grievance and arbitration procedures, Saturdays, Sundays and General Holidays are excluded.
- 10.04 Unless dismissed or suspended by the Employer, an employee shall continue to work in accordance with this Agreement until such time as the dispute is settled between the representatives of the Employer and the Union.
- 10.05 At each step of the grievance procedure, the grievant may elect to be represented or accompanied by one or more Union representatives.

10.06 **Complaint Stage**

Within fourteen (14) calendar days after the cause of a grievance manifests itself, the grievant shall attempt to resolve the dispute with his immediate supervisor 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) days of return.

10.07 **Step 1**

If the grievance is submitted but not resolved within the time period stipulated in Article 10.06, the grievant and/or Union representative may, within the ensuing seven (7) calendar days submit the grievance in writing to the Department Head or designate stating allegations and redress sought.

The appropriate department head or designate shall provide a written decision within seven (7) calendar days of the receipt of the written grievance.

10.08 **Step 2**

Failing settlement of the grievance at Step 1 or at the expiry of the time limits to respond at Step 1, the Union may refer that grievance to the site administrator or designate within a further ensuing seven (7) calendar days.

The site administrator or designate shall provide a written decision within seven (7) calendar days of the receipt of the written grievance.

10.09 If the dispute is not resolved by the decision in Step 2, the Union and/or Employer may refer the matter to Arbitration by serving written notice to the other party of its intention within seven (7) calendar days thereafter.

10.10 A grievance concerning general application or interpretation of the Agreement, including the question of whether a matter falls within the scope of this Agreement or which affects a group of employees or the Union, may be referred directly to the site administrator or designate, by the Shop Steward or delegate.

- 10.11 A grievance arising from a dismissal may be initiated at the site administrator or designate level.
- 10.12 The time periods designated in the grievance procedure may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 11 - ARBITRATION PROCEDURE

- 11.01 In the event that a grievance or a dispute involving the application, interpretation, or administration of this Agreement is not settled through the grievance procedure, such matter shall be the subject of Arbitration in accordance with the procedure set out hereunder.
- 11.02 Where the party initiating the Arbitration proceedings wishes to request Arbitration by a single Arbitrator, the notice referred to in Article 10.09 shall so state:
- a) Where the party who receives the notice accepts the request for a single Arbitrator, the parties will attempt to reach agreement on the selection of a single Arbitrator within fourteen (14) calendar days.
 - b) Where the party who receives the notice rejects the request for a single Arbitrator or where the parties have failed to reach agreement on the selection of a single Arbitrator within fourteen (14) calendar days, either party may submit the name of its appointee to a Board of Arbitration to the other party in accordance with Articles 11.03, 11.04, 11.05 of this Agreement within fourteen (14) calendar days.
 - c) Where the parties have agreed to a single Arbitrator, the single Arbitrator shall be considered to be an Arbitration Board for purposes of this Agreement.

- 11.03 Where the party initiating the Arbitration proceedings wishes to request Arbitration by a three (3) person Board, the notice referred to in Article 10.09 shall contain the first party's appointee to the Arbitration Board.
- 11.04 The party receiving such notice shall, within fourteen (14) calendar days, notify the other party of its'; appointee to the Arbitration Board, failing which the Minister of Labour shall be empowered to make such appointment.
- 11.05 Within fourteen (14) calendar days following their nomination, the appointees to the Board shall select a mutually acceptable appointee as a Chairman, or forward a request to the Minister of Labour for Manitoba to make such appointment.
- 11.06 It is mutually agreed by both parties to this Agreement that the decision of the Chairman, in the absence of a majority decision of the Board, shall be final, binding and enforceable upon the Employer, the Union and the Grievant.
- 11.07 The Chairman or Board shall not be empowered to modify this Agreement, or to impose a settlement which is inconsistent with the provisions hereto.
- 11.08 Any costs incurred by either party relative to an Arbitration procedure shall be borne by that party, except that the costs of the Chairman of the Board shall be shared equally by the Employer and the Union.
- 11.09 An employee who has been unjustly suspended or discharged in the opinion of the Board shall be immediately reinstated in his former position without loss of seniority. He may or may not be compensated for all time lost in an amount equal to his normal earnings during the pay period preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or a Board of Arbitration.
- 11.10 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

- 11.11 The time limits fixed in an Arbitration procedure may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 12 - SENIORITY

- 12.01 Seniority shall be defined as the length of an employee's service since the last date on which he commenced work with the Employer in a position within a scope of this Collective Agreement.

- 12.02 Seniority will terminate if an employee:

- a) resigns;
- b) is discharged and not re-instated under the grievance procedure;
- c) is laid-off for more than twenty-four (24) months;
- d) following a period of lay-off fails to report for duty within fourteen (14) calendar days after notification to do so by registered letter to his last known address;
- e) fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without reasonable explanation.

Where an employee's seniority terminates, it will be equivalent to termination of employment.

- 12.03 Seniority will be retained but will not accrue if an employee:

- a) is on any unpaid leave of absence in excess of four (4) consecutive weeks in any calendar year;

- b) is in receipt of disability benefits established under any disability or pension plan;
- c) is laid off for more than eighteen (18) weeks and less than twenty-four (24) months;
- d) is on any unpaid leave of absence to seek or hold Union or Public Office.

12.04 Seniority will be retained and will 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 Workers Compensation other than any period covered by total and permanent disability benefits;
- e) is on layoff of eighteen (18) weeks or less;
- f) is on any unpaid leave of absence up to four (4) consecutive weeks;
- g) is on any period of maternity/parental leave.

12.05 The length of seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any vacation year for vacations will be based on paid hours (as specified in the Hours of Work Article of this Collective Agreement), including any period of Workers Compensation up to one (1) year in the appropriate time period. Vacation accrued and not utilized prior to the period of Workers Compensation shall be maintained by the employee for use upon return to normal duties.

12.06 A temporary or probationary employee shall have no seniority rights over regular employees in matters of hiring, transfer, promotion, demotion, layoff or recall.

- 12.07 Temporary or probationary employees upon becoming full-time or part-time employees will have their service connected for seniority purposes.
- 12.08 The Employer will annually compile a seniority list which will show the name and length of service of each employee in the bargaining unit. The seniority list will reflect the length of service of each employee as at February 15th of each year.

ARTICLE 13 - FILLING VACANCIES, SELECTION AND PROMOTION

- 13.01 The Employer agrees to post all vacant or new security positions in accordance with Human Resources policy and for a minimum of seven (7) calendar days. In addition, a copy of all postings for security positions shall be posted within the Security Department on the Union bulletin board.
- Subject to 13.07, shift vacancies shall be posted within the Security Department only on the Union bulletin board.
- 13.02 (a) In a vacancy selection involving a promotion, if all other selection criteria are relatively equal, seniority shall be considered the determining factor.
- (b) Where more than one (1) employee in the bargaining unit applies for a vacancy not involving a promotion, the applicant with the greatest seniority who meets the minimum qualifications for the position shall be awarded the position subject to a good employment record.
- 13.03 An employee who is determined to be the successful applicant in a vacancy selection involving a promotion will be subject to a three (3) month trial period which may be extended up to an additional three (3) months at the Employer's discretion. An employee who is unsuccessful during the aforementioned trial period shall be returned to his former position, salary level and original shift.

During the aforementioned trial period the incumbent's former position may be filled on a temporary basis.

- 13.04 Upon promotion, an employee shall be paid at a step in the higher classification that provides for an increase of at least one (1) increment, if possible, greater than the employee's own current rate of pay.
- 13.05 The date of promotion will become an employee's anniversary date for salary increment purposes.
- 13.06 When a permanent position becomes vacant and the Employer is uncertain as to whether the position shall continue to retain permanent status, the Employer may post the vacancy as a term appointment.
- The Hospital will make every reasonable effort to fill a vacant position in a timely manner. Where a position is expected to remain vacant for a period of sixty (60) days or more, the Hospital will contact the Union and meet with the Union and Union representatives to discuss the reasons for the continued vacancy and the manner in which continued coverage of the position will be provided.
- 13.07 The Employer shall post shift vacancies of six (6) months duration or greater in accordance with 13.01. An existing employee appointed to a temporary shift vacancy of six (6) months duration or longer shall, at the conclusion of the temporary appointment, be returned to their former position, salary level and original shift.
- 13.08 This provision shall not preclude the Employer from simultaneously or subsequently advertising vacancies to the public.
- 13.09 Each employee who applies for a posted vacancy involving a promotion will be notified in writing of the disposition of his application.

- 13.10 An employee may, at the discretion of the Employer, not be promoted or transferred to another position during their probationary period.

An employee who accepts a term appointment may, at the discretion of the Employer, be required to remain in the term appointment until the term has been completed.

ARTICLE 14 - TRAINING AND EDUCATION

- 14.01 Employees shall be encouraged to improve their abilities by participation in available training programs.
- 14.02 Employees writing examinations for any class of certificate or special course relating to his employment which is required by the Employer shall be paid for time required during regular working hours to write said examination, providing prior approval is received from the appropriate Service Director or his designate.
- 14.03 An employee requesting a leave of absence for educational purposes shall submit his written request at least two (2) weeks in advance except in unforeseen circumstances to the Director of Facility Services for consideration and approved leaves will be covered by current facility policy.
- 14.04 Upon written application by the employee to the Department Head or designate, necessary time off and reimbursement for tuition, registration fees, supplies, travel and living allowances may be granted to employees to attend educational and training programs which are relevant to his employment with the Employer.
- 14.05 (a) Where the Employer requires an employee to attend educational conferences, workshops, programs, or seminars during working hours, the Employer shall pay registration or tuition fees, and approved expenses and shall ensure that the employee suffers no loss of salary.

- (b) Where the Employer requires an employee to attend educational conferences, workshops, programs, or seminars during non-working time, the Employer shall pay registration or tuition fees and approved expenses and shall pay for the course time of such attendance at these conferences, workshops, programs or seminars at the employee's applicable rate of pay for those hours actually spent in attendance, with a minimum payment of three (3) hours. Such hours may be banked in accordance with Article 21.03 at the request of the employee.
- (c) Where the Employer desires an employee to attend educational conferences, workshops, programs, or seminars relevant to work, and upon agreement with the Department, during non-working time, attendance shall be at the discretion of the employee. Upon attendance the Employer shall pay registration or tuition fees and approved expenses.
- (d) There shall be a minimum eight (8) hour rest period before or after any training time worked in accordance with (b) and (c) above without loss of pay for regularly scheduled hours. In the event the Employer does not provide such a rest period, overtime rates shall be paid to the affected employee for the preceding or next shift.

14.06 The provisions of Articles 14.04 and 14.05 shall not apply in those cases where an employee is attending an educational or training pursuit in order to satisfy a condition of employment known at the time of hire.

ARTICLE 15 - INCOME PROTECTION

15.01 An employee who is absent from scheduled work due to illness or disability, quarantine, or medical, dental or chiropractic examination or treatment or because of an accident or illness, for which compensation is not payable under the

Workers Compensation Act, shall be entitled to his regular basic pay to the extent that he has accumulated income protection credits subject to the following conditions.

- 15.02 Full-time employees shall accumulate income protection credits at the rate of ten (10) hours per month. Except in an employee's first year of employment, of each ten (10) hours of income protection credits earned, eight (8) hours shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining two (2) hours shall be reserved for either the employee's personal use or for use in the event of family illness or injury as specified in Article 15.05.

In an employee's first year of employment only, of each ten (10) hours of income protection credits earned six (6) hours shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining four (4) hours shall be reserved for either the employee's personal use or for use in the event of family illness or injury as specified in Article 15.05.

The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

- 15.03 Income protection credits will accumulate on the same basis as seniority under Article 12, except if the employee is on a period of maternity/parental leave.

- 15.04 No employee shall be permitted to utilize income protection credits during the first three (3) months of employment.

- 15.05 An employee may apply to utilize up to seven (7) days of income protection credits per fiscal year for the purpose of providing care in the event of an illness of a spouse, dependent child, or parent or person who has the employee as the primary care giver. Such days that may be utilized for this purpose will be as set out in Article 15.02.

- 15.06 An employee who will be absent due to illness or injury must notify the Department not less than two (2) hours prior to the start of the employee's normal commencement time, or as soon as reasonably possible thereafter.
- 15.07 The Hospital reserves the right to require a medical examination and/or medical certificate or report 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 misuse, as proof of illness in regard to any claim for income protection. The Hospital will not require a certificate for absences of less than three (3) consecutive days except in cases where the pattern of absence would cause the Hospital to question the validity of the claim. Failure to provide such a certificate when requested will disqualify an employee from income protection benefits. An employee who is required to provide a certificate will be made aware of such requirement prior to the employee's return to duty.
- 15.08 If an employee is to be absent due to illness for a period exceeding his income protection credits, including EI, he must request, or cause someone on his behalf, to request a leave of absence in writing at least ten (10) days prior to his last paid day of income protection, in which the length of leave is stated. In such cases, an employee, other than probationary, will be granted an unpaid leave of absence of up to one (1) year beyond his income protection credits. Upon return to work the employee shall be placed in his former position, provided the position is still current and provided the employee is capable of performing the required functions. A medical certificate will be required. An employee who is able to resume work following a period of absence which exceeds one (1) month shall notify the Employer of his ability to resume work at least five (5) calendar days prior to the date of his intended return.
- 15.09 An employee who becomes injured or ill in the course of performing his/her duties must report such injury or illness as soon as possible to his/her immediate supervisor.

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

Subject to the provisions of each benefit plan, the employee must forward self-payments to the Employer to ensure the continuation of such benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

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

When an employee is unable to work as a result of an injury or illness incurred in the course of performing his/her duties for which Worker's Compensation benefits are received, the employee, who has accumulated sufficient income protection credits, may apply to the Employer requesting to be paid a supplement equal to ten percent (10%) of the employee's regular net salary which, in addition to the employee's WCB wage loss benefits, shall not exceed one hundred percent (100%) of regular net take home pay. Regular net salary shall be determined by the Workers Compensation Board. The value of said supplement shall be deducted from the employee's accumulated income protection credits available at the time that the employee commenced receipt of Workers Compensation benefits, and such supplement payments shall cease once the employee's income protection credits have been exhausted.

If at any time it is decided by WCB that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by WCB, then such payment shall not be payable.

MPI

- 15.10 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. The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.
- 15.11 Subject to 15.10, where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may 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 (exclusive of overtime and premiums), 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 in the motor vehicle accident until the date the final MPI 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.
- 15.12 The employee shall reimburse the Employer by assigning sufficient MPI 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 MPI directly to the employee.
- 15.13 In the event that MPI 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.

- 15.14 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.
- 15.15 The Employer agrees to recognize income protection credits accumulated prior to the signing of this Collective Agreement.

ARTICLE 16 - VACATION

- 16.01 Employees shall accrue and be entitled to vacation with pay in accordance with the following provisions. For purposes of this Article, the vacation year is defined as the period from April 1st to March 31st of the following year. Vacation earned in any vacation year shall normally be taken during the ensuing vacation year.
- 16.02 An employee who has completed less than one (1) year of continuous employment as of March 31st will be provided with a pro rata vacation. Such employee shall, on request, also receive sufficient leave of absence without pay to complete any partial week of vacation.
- 16.03 Employees will earn paid vacation calculated on the basis of vacation earned at the following rates:
- An employee who has completed one (1) year's continuous employment as of March 31st will be granted one hundred and twenty (120) hours vacation at his basic rate of pay during the ensuing vacation year.
 - Annual vacation shall be earned at the rate of one hundred and sixty (160) hours per year commencing in the fourth (4th) year of employment.

- Annual vacation shall be earned at the rate of two hundred (200) hours per year commencing in the eleventh (11th) year of employment.
- Annual vacation shall be earned at the rate of two hundred and forty (240) hours per year commencing in the twenty-first (21st) year of employment.

16.04 The whole of the vacation year shall be available for the taking of vacations providing that department operations can be maintained.

16.05 The seniority of employees will be recognized in assigning vacation choices as follows:

- a) The Employer will post a vacation entitlement list not later than February 15th of each year and allow employees to express their preference as to choice of vacation time up to and including March 15th.
- b) The Employer will post an approved vacation schedule not later than March 25th and such vacation schedule shall not be changed unless mutually agreed upon by the employee and the Employer.
- c) The most senior employee in each classification shall post his primary vacation allotment by February 25th. The next senior employee in the same classification shall post his primary vacation entitlement and so on in a descending order of seniority until March 15th.
- d) Secondary choices of vacation may be made throughout the year. However, if they are not chosen prior to the approved posted vacation schedule on March 25th, vacation shall be awarded on a first come basis. Seniority shall not be used to override secondary vacation requests unless the requests were made at the same time.

- e) Seniority for determining vacation preference shall be on a yearly rotating basis throughout the same classification and vacation entitlement. For example if there are 5 employees within the same classification and 2 employees are on two hundred (200) hour vacation entitlement and 3 are on one hundred and sixty (160) hour vacation entitlement. The most senior employee chooses his vacation first, the next year they are dropped to the bottom of the list (2nd for 200 hour, 3rd for 160 hour entitlement), the year after they move up to 1st for 200 hour, 2nd for 160 hour entitlement.

16.06 An employee upon termination of employment for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of hours worked.

16.07 Partial vacation and partial vacation pay for part-time employees shall be pro-rated and will be calculated as follows:

- a) For employees whose level of vacation entitlement is one hundred and twenty (120) hours vacation, 5.769% of regular paid hours;
- b) For employees whose level of vacation entitlement is one hundred and sixty (160) hours vacation, 7.692% of regular paid hours;
- c) For employees whose level of vacation entitlement is two hundred (200) hours vacation, 9.615% of regular paid hours;
- d) For employees whose level of vacation entitlement is two hundred and forty (240) hours vacation, 11.539% of regular paid hours.

Note: Paid hours include regular worked hours, paid income protection hours, paid leave of absence hours and paid vacation hours.

16.08 For purposes of determining the level of vacation entitlement, continuous employment shall include any period during which seniority is accrued under Article 12.

- 16.09 An employee shall be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 16.10 Where an employee qualified for income protection involving hospitalization, post-hospitalization care (if applicable) or bereavement leave during his period of vacation, there shall be no deduction from vacation credits for such absence. If requested within one week of the employee's return to work, proof of hospitalization will be provided. The period of vacation so displaced shall either be added to the vacation period if mutually agreed or reinstated for use at a later mutually agreed date.
- 16.11 In recognition of length of service, each full-time employee shall receive one additional forty (40) hours 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 forty (40) hours shall be granted in the 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.

ARTICLE 17 - GENERAL HOLIDAYS

- 17.01 The following are recognized as general holidays for purposes of this Agreement:

New Year's Day	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

and any other day proclaimed by Federal, Provincial or Civic Government.

- 17.02 An employee who is required to work on any of the aforementioned recognized holidays will be paid at the rate of two times (2x) his regular rate of pay and, in addition, will be granted an alternate day off with pay at a time to be mutually arranged between the employee and the Employer. The employee shall receive pay at the basic rate in lieu of an alternate day off in the event appropriate arrangements are not made. The parties agree that an alternate day off shall not apply in the case of part-time employees as noted under Article 34.01(c).
- 17.03 If a general holiday falls on an employee's day off, or during his annual vacation, he shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee.
- 17.04 Full-time employees shall be allowed to bank up to five (5) alternate days off in lieu of general holidays for the employee's future use, at a time mutually agreed between the employee and the Employer. Approval shall be subject to operational requirements and shall not be unreasonably denied.
- An employee may request and receive payment at his basic rate of pay in lieu of a banked alternate day off.
- Any alternate days not used by the end of the current fiscal year shall be paid out and the employee shall receive payment for the unused days at his basic rate of pay.
- 17.05 Upon request, an employee may utilize his vacation or bank time for the purpose of taking time off for the purpose of observing a justifiable high holy day in accordance with his/her personal religious beliefs, as long as adequate notice is given in order to accommodate the scheduling of these days, and all such reserved days are used prior to the end of the vacation year.
- 17.06 Paid days off in lieu of a holiday shall be based on an eight (8) hour day.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.01 An employee shall be required to submit in writing to the Director of Facility Services any request for leave of absence. Such request will specify the reason for the leave and the proposed dates of departure and return and, except in emergency circumstances, must be submitted a minimum of two (2) weeks in advance. All such requests will be considered on an individual basis and allowed at the sole discretion of the Employer except as otherwise expressly provided herein.
- 18.02 Employees granted a leave of absence with pay shall retain both their seniority and benefits while on leave.
- 18.03 An employee shall be granted up to five (5) consecutive working days leave of absence without loss of pay in the event of a death of an employee's spouse, child, mother, father, sibling, fiancé, common-law partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, and grandchild, niece and nephew.
- 18.04 Necessary time off up to one (1) day without loss of pay shall be granted an employee to attend a funeral as a pallbearer or mourner.
- 18.05 Requests for compassionate leave for purposes other than death, such as illness in the family, personal loss due to fire, theft, etc. shall be considered at the discretion of the Department Head or designee according to individual requirements.

Requests for unpaid Family Leave as per the Employment Standards Code will be provided in accordance with the Code.

- 18.06 An employee required to serve as a juror or subpoenaed as a witness (in any legal proceeding) shall receive leave of absence at his basic rate of pay, and remit to the Hospital any payment received except reimbursement of expenses.
- 18.07 Employees granted leave of absence without pay shall pre-pay all monthly payroll deductions which will become due during such absence.

Parenting Leave

- 18.08 (a) Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoption Leave. An employee shall be granted leave of absence for up to fifty-four (54) weeks where she qualifies for both Maternity and Parental Leave.

Sections 52 through 57.1(2) inclusive and Section 60 of the *Employment Standards Code* respecting Maternity leave shall apply.

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:

- (i) The employee must submit her written request for such leave of absence at least two (2) months before the intended date of the leave.
- (ii) An employee must have completed twenty-six (26) weeks of continuous employment with the Employer as of the intended date of leave (for Maternity and Parental Leave).
- (iii) If an employee wishes to return to work after maternity leave, she shall provide the Employer with at least four (4) weeks' notice.

- (iv) The Employer is entitled to require an employee to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.
- (v) Upon written request by the employee, additional unpaid leave of absence up to eighteen (18) weeks may be granted at the discretion of the Employer. If such leave is granted, the additional time shall be paid from the employee's annual vacation entitlement before the further unpaid leave is taken.
- (vi) If 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.
- (vii) 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 15.05.

- (viii) 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) Parental Leave

- (i) In order to qualify for Parental Leave an employee must be the natural mother of a child; or be the natural father of a child and must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave).
- (ii) An employee who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- (iii) In the case of Adoption Leave, the employee must submit a written request for such leave. The employee may commence Adoption Leave upon one (1) days' notice provided that such 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.
- (iv) An employee who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks. If requested by the employee extensions to leaves under this clause will be granted if reasonably possible.

- (c) Any vacation earned up to the time of the commencement of leave will be available to be taken following the employee's return from Parenting Leave.
- (d) Subject to (e) below, Parental Leave must commence no later than the first (1st) anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
- (e) 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.
- (f) A full-time employee who is commencing a leave of absence under 18.08(h) shall be paid an amount equal to three (3) days basic salary. Part-time employees shall be entitled to this benefit on a pro rata basis.
- (g) An employee may choose to receive up to five (5) days payment of normal weekly salary from accumulated sick leave credits before or after the period of leave covered by Employment Insurance.
- (h) An employee shall be entitled to three (3) days leave of absence with pay within seven (7) days of the birth or adoption of their child. 18.08 (h) will not be used in a pyramiding fashion with Article 18.08 (f). Leaves for part time employees will be prorated.

18.09 Where an employee's child requires hospitalization during the period of Parenting Leave granted under 18.08, the employee may opt to return to work during all or part of the period of hospitalization and in advance of the original return-to-work date. The employee may resume Parenting Leave when the child's hospitalization is over and remain on Parenting Leave for the balance of the originally requested leave or the extended leave granted under 18.08 (b) (iv).

18.10 An employee returning to work from Parenting Leave shall provide the Employer with no less than two (2) weeks' notice of the planned return date. Unless otherwise mutually agreed between the employee and the Employer, on return the employee shall be placed in her former position or a comparable position if the former job classification is no longer available.

18.11 The Employer and the Union agree that employees should be encouraged and afforded opportunities to upgrade their qualifications both to enhance their current job and supplement their opportunity for advancement. Therefore, an employee who wishes to apply for a leave of absence without pay for this purpose shall submit his request in writing to the Employer. Any such request shall be dealt with on an individual basis and if granted, the employee shall not suffer any loss of seniority during such leave which shall not exceed twelve (12) months. The leave may be extended upon request.

On return from an approved educational leave, the employee shall be placed in his former classification at the same salary level.

The Employer shall make every reasonable effort to assure that an employee returns to his former shift schedule.

18.12 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 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.

18.13 An employee who is elected or appointed to a full-time position with the Union shall be granted a 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 their 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.

- 18.14 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a 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 year. Such leave may be renewed each year, on request, during their term of office.
- 18.15 This Article is intended to describe the minimum benefits available to the members of the bargaining unit. Any Article in this Collective Agreement which may provide enhanced benefits to those described herein shall prevail.
- 18.16 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.

- 18.17 For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
- a) 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
 - b) the family member requires the care or support of one (1) or more family members.
- 18.18 The employee must give the Employer a copy of the physician's certificate as soon as possible.
- 18.19 A family member for the purpose of this Article shall be defined as:
- a) a spouse or common-law partner of the employee;
 - b) a child of the employee or a child of the employee's spouse or common-law partner;
 - c) a parent of the employee or a parent of the employee's spouse or common-law partner of the parent;
 - d) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
 - e) a current or former foster parent of the employee or of the employee's spouse or common-law partner;

- f) a current or former foster child, ward, or guardian of the employee, or of the employee's spouse or common-law partner;
- g) the spouse or common-law partner of a person mentioned in any of clauses (c), (d), (e) and (f);
- h) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationships.

18.20 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.

18.21 Seniority shall accrue as per Article 12.

18.22 Subject to the provisions of 15.05, an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.

18.23 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 Article 18.03.

ARTICLE 19 - HOURS OF WORK

19.01 The regular working hours for full-time employees shall be:

- (a) an average of eighty (80) hours per bi-weekly period, and
- (b) 2080 hours per annum.

19.02 The administration of the eight (8), ten (10), and twelve (12) hour shifts shall be as follows:

a) Employees shall work eight (8), ten (10) or twelve (12) hour shifts, or a combination thereof, over a four (4) week cycle, subject to Appendix B.

b) Regular Hours of Work

(i) Eight (8) hour shift - regular hours of work shall not exceed eight (8) hours in any one (1) day and forty (40) hours in any one (1) week.

(ii) Ten (10) hour shift - regular hours of work shall not exceed ten (10) hours in any one (1) day or forty (40) hours in any one (1) week.

(iii) Twelve (12) hour shift

- regular hours of work shall not exceed twelve (12) hours in any one(1) day; and

- for the purposes of calculating regular hours of work on a weekly basis, if an employee works a combination of twelve (12), ten (10) or eight (8) hour shifts as part of a regular schedule, regular hours of work shall not exceed one hundred and sixty (160) hours over a four (4) week rotation cycle.

c) Overtime shall be paid at the rate provided for in Article 21 herein.

19.03 There shall be no exchanging of shifts between employees unless mutually agreed between the employees and the Employer and no overtime shall result from any exchange of shifts.

- 19.04 There will be no payment for occasional overtime periods or deductions for occasional tardiness of less than fifteen (15) minutes in a day.
- 19.05 (a) Except as expressly authorized by the Employer, employees are required to remain available for duty within the Hospital during working hours.
- (b) Each employee shall be entitled to rest periods as follows:
- (i) Twelve (12) hour shift: three (3) thirty (30) minute rest periods.
- (ii) Ten (10) hour shift: two (2) 20 minute rest periods and one (1) thirty (30) minute rest period.
- (iii) Eight (8) hour shift: two (2) twenty (20) minute and one (1) thirty (30) minute rest period.
- 19.06 (a) The Employer shall notify the Union in writing within ninety (90) days of any permanent change in the master shift schedule.
- (b) Prior to the notification referenced in (a) above, the Employer shall have meaningful consultation with the Union to discuss any such proposed changes.
- (c) Notice time in (a) above may be adjusted by mutual agreement between the affected employees, the Employer and the Union.
- 19.07 When time switches from Central Standard to Daylight Savings, and vice versa, an employee shall be paid for actual hours of their scheduled shift and where the number of hours worked exceeds the normal daily hours of work the employee shall be paid at the applicable overtime rate for all hours worked in excess of the normal daily hours of work.
- 19.08 Except as provided, there shall be a minimum of eight (8) hours rest period between the conclusion of any overtime worked and the next regularly scheduled

shift. However, if the Employer is unable to provide such eight (8) hour rest period the Employer shall have the option of either deferring the actual starting time of the employee's next regularly scheduled shift, in effect reducing the hours of the next shift, in order to provide the eight (8) hour rest period, or overtime rates shall be paid to the affected employee for the next shift. In the event that the starting time of the employee's next shift is deferred the employee shall receive pay for the entire scheduled shift at straight time rates. Where the completion of the eight hour rest period would leave two hours or less remaining of the ensuing regular scheduled shift, the employee will not be required to return for that entire shift but will be paid for the full shift.

ARTICLE 20 - SHIFT AND WEEKEND PREMIUMS

- 20.01 Employees who are required to work the majority of hours on any shift between 1600 hours and the following 0800 hours shall be paid shift premium as follows:
- (a) an evening shift premium of one dollar (\$1.00) per hour shall be paid to an employee for all hours actually worked on any shift when the majority of hours on that shift fall between 1600 hours and the next succeeding 2400 hours; 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.
- 20.02 A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours actually worked on any shift where the majority

of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

20.03 The shift and weekend premium shall not be included in the calculation of superannuation, group insurance, sick leave, vacation, or other employee benefits.

20.04 All shift premiums in this Article shall be paid on all hours worked, including all overtime hours worked.

ARTICLE 21 - OVERTIME

21.01 Overtime shall be all time authorized by the Employer and worked in excess of the regular hours of work established in accordance with Article 19.

21.02 a) Employees shall receive one and one-half (1½) times their basic rate of pay, or equivalent time off, for the first two (2) hours of overtime worked in any one (1) day, and;

b) Two (2x) times their basic rate of pay, or equivalent time off, for overtime worked beyond the first two (2) hours in any one (1) day, and;

c) Two (2x) times their basic rate of pay, or equivalent time off, for overtime worked on a scheduled day of rest.

21.03 By mutual agreement between the employee and the Employer, overtime may be compensated for by the granting of equivalent time off in lieu of pay.

21.04 **Call-back** An employee who is called back to work in accordance with Article 7.09 shall be paid for a minimum of three (3) hours at overtime rates.

- 21.05 A "call-back" shall be any return to work between an employee's regularly scheduled hours of work.
- 21.06 An employee who is required to work overtime for a period in excess of two (2) hours shall be granted seven (\$7.00) dollars for a meal and the same amount for each subsequent four (4) hours of overtime. At the employee's option a meal ticket will be provided in lieu of a meal allowance.
- 21.07 All overtime periods shall include a paid rest period of twenty (20) minutes during each continuous three (3) hour period of duty.
- 21.08 No employee shall be required to work overtime against his wishes provided other qualified employees are available and willing to perform the required work.
- 21.09 Overtime and call-back shall be divided as equally as reasonably possible among full-time employees and part-time employees who are willing and qualified to perform the available work.
- 21.10 An employee required to work overtime on a recognized holiday which was an employee's scheduled day off will be paid, or equivalent time off may be granted, by mutual agreement at the rate of two and one-half ($2\frac{1}{2}x$) times the basic rate of pay.
- 21.11 An employee requested to report to work on a scheduled day of vacation shall receive double time ($2x$) for all hours worked and the vacation day will be rescheduled to a later time chosen by the employee or added to the employee's current scheduled vacation period at the employee's discretion.
- 21.12 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 21.13 Employees shall be entitled to bank overtime equivalent to the normal full-time bi-weekly hours or a pro-rated portion thereof for part-time employees. Any

overtime in excess of this will automatically be paid out through regular payroll on the regular payday. Banked overtime to the maximum of the normal full-time bi-weekly hours will be paid out automatically at the end of the fiscal year (March 31st).

An employee may at any time request payment of his banked time giving a written request to his Supervisor at least ten (10) days in advance.

ARTICLE 22 - DISCIPLINARY PROCEDURE

- 22.01 The Employer agrees that no employee shall be disciplined or discharged without just cause.
- 22.02 In instances where the Employer considers that the actions or conduct of an employee may warrant disciplinary action, beyond a verbal warning, the Employer shall convene a meeting with the employee to review and discuss the issue prior to the imposition of discipline. The employee shall be entitled to be represented by a Shop Steward or Union Representative at this meeting, unless they decline such representation.
- 22.03 When it becomes necessary to take disciplinary action other than an oral warning the Department Head, as soon as reasonably possible, shall advise the affected employee in writing outlining the action taken and the reasons for the action. A copy shall be immediately forwarded to the Union Shop Steward and the Union Office, unless the affected employee requests that the matter not be referred to the Union Shop Steward and the Union Office.
- 22.04 An employee shall be informed as soon as reasonably possible of any specific or general dissatisfaction or complaint about his work performance or employment record. Written evidence of such notification and the employee's reply, if any, shall become part of his employee file.

- 22.05 Employees shall have the opportunity to examine their personnel file upon written request. Employees shall be entitled to a copy of any information contained in their file upon written request. Only one (1) such file shall be maintained and kept in the Human Resources Department.
- 22.06 The Employer agrees not to introduce as evidence any derogatory entry from the employee's file unless the employee has previously been made aware of its contents at the time of filing or a reasonable time thereafter.

ARTICLE 23 - TECHNOLOGICAL CHANGE

- 23.01 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 negotiations 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.

23.02 **Transfer Arrangements**

An employee who is displaced from his job as a result of technological change shall be given an opportunity to fill any vacancy for which he has seniority and for which he has the qualifications and ability to perform. If there is no vacancy, he shall have the right to displace employees with less seniority, in accordance with Lay Off procedure specified in this agreement.

23.03 **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 24 - PRE-RETIREMENT LEAVE

24.01 Full-time employees retiring in accordance with the provisions of the Healthcare Employees Pension Plan, whether or not enrolled in the Retirement Plan, shall be granted pre-retirement leave on the basis of four (4) days for each full year of employment (seniority).

- a) Pre-retirement leave payment shall, at the employee's option, be made in accordance with one of the following:
 - i) as a lump sum at the date of pre-retirement, or;
 - ii) as a lump sum at the date of normal retirement, or;
 - iii) as a continuation of salary until the scheduled retirement date is reached.

- b) Part-time employees shall have their pre-retirement leave calculated in accordance with the following formula:

$$\frac{\text{Total regular paid hours from date of hire}}{\text{Regular full-time hours}} \times \text{four (4) days}$$

- c) An employee who has a combination of full-time and part-time service will have his pre-retirement leave calculated for full-time service in accordance with 24.01 (a) and for part-time service in accordance with 24.01 (b).

24.02 Upon written request from an employee retiring between October 1st and December 31st, the Employer agrees to defer payment of the employee's lump sum entitlement under 24.01 above until the first pay period of the following calendar year.

24.03 (a) With regard to the application of Article 24.01 of the Collective Agreement between the above-noted parties, the interpretation of "retiring in accordance with the provisions of the Healthcare Employees Pension Plan" shall mean to include an employee who is approved and in receipt of a Medical Disability Pension under the provisions of said Plan.

(b) It is further agreed that for employees who are not enrolled in the Healthcare Employees Pension Plan the application of Article 24.01(a) of the Collective Agreement shall mean to include an employee who is approved for and in receipt of a Medical Pension under the provisions of the Canada Pension Plan.

ARTICLE 25 - SALARIES AND INCREMENTS

25.01 Employees shall be paid in accordance with the rates outlined in Appendix "A" attached to and forming part of this Agreement.

- 25.02 a) Annual increments shall be granted on the basis of a satisfactory written performance appraisal. Where an annual increment is withheld the employee shall be made aware in writing of the reason(s) his increment is to be withheld prior to the date the increment would be withheld. A further review will be made in three (3) months.
- b) Part-time and casual employees shall receive increments, calculated from the date of their last increment or their start date, on the basis of one (1) increment for each one thousand and forty (1040) regular hours worked or one (1) calendar year of service, whichever occurs last.

ARTICLE 26 - EMERGENCIES

- 26.01 In any emergency or disaster, employees are required to perform duties as assigned notwithstanding any contrary provisions in the Agreement. For the purposes of this Article, "emergencies or disasters" are defined as those situations which may directly affect the safety of patients and/or staff and/or the general public present in the facility. An emergency or disaster will not be declared solely by virtue of the reason that a bargaining unit of employees employed by the Employer is engaged in a legal work stoppage. A state of emergency or disaster, for the purposes of this Article, may only be declared under the authority of the Chief Operating Officer or designate.
- 26.02 Compensation for overtime worked during any emergency or disaster declaration, disaster plan exercise or fire drill, shall be paid in accordance with the overtime provisions of this Collective Agreement. Upon mutual agreement, equivalent time off in lieu of overtime pay may be granted.
- 26.03 When called back during an emergency, an employee is expected to return to work by the fastest means possible. Additional compensation in respect of

transportation allowances when required to return to work during an emergency shall be determined by Hospital management at the time.

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

ARTICLE 27 - LAYOFF AND RECALL

- 27.01 When a reduction in the working force becomes necessary the Hospital agrees to give the Union ninety (90) days' notice of such reduction.
- 27.02 (a) In the event that it becomes necessary to delete an occupied position, the position which is occupied by the most junior employee shall be the position deleted subject only to more senior employees within the Department being qualified, willing and immediately able to perform the required work.
- (b) The incumbent will be entitled to exercise seniority subject to ability, performance record and qualifications to displace the most junior employee in an equal or lower classification. Any employee thus displaced will be entitled to a like exercise of seniority rights.
- (c) An employee who exercises seniority rights shall be entitled to a four (4) week familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, the employee shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.

- 27.03 In the event of a layoff, employees other than probationary, temporary or casual shall receive notice or pay in lieu of such notice as follows:
- (a) two (2) weeks notice for layoff up to eight (8) weeks
 - (b) four (4) weeks notice for layoff of eight (8) weeks or more.
- 27.04 No layoff of full-time or part-time employees shall occur when casual employees are being employed unless the full-time or part-time employees on staff are not qualified to fill the casual position(s).
- 27.05 Employees shall be recalled to work in seniority order provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for one (1) week notice to report to work. The employees affected shall contact the Employment Office by telephone not later than three (3) days before the date on which they are due to return to work.
- 27.06 To be eligible for recall, employees must file their name and current address with the Hospital at the time of layoff and it shall be the responsibility of the employee to keep the Employment Office informed in writing of her current address.
- 27.07 Failure of the employee to contact the Employment Office as per Article 27.05 shall result in the employee being terminated.
- 27.08 An employee who declines to return to a position comparable to that held prior to layoff shall be considered terminated. Comparable in this case refers to a position involving similar duties and responsibilities, qualifications and salary range or shift schedule.
- 27.09 An employee returning to a position with a different salary scale will be paid in accordance with that salary scale for the position accepted and will be placed at the appropriate step on scale.

ARTICLE 28 - UNIFORMS AND FOOTWEAR

28.01 New full-time and part-time employees will receive an Employer issued, Tactical Security Boot and uniforms upon commencement of employment. In the event an employee does not complete her probationary period the employee will retain her Tactical Security Boot and reimburse the cost of footwear to the Employer and return her uniforms.

An employee must wear supplied footwear at all times while at work. Footwear must be consistent with Facility policy.

28.02 Uniforms, equipment and footwear remain the property of the Employer and reasonable care is required of employees receiving them.

28.03 Uniforms and boots will be replaced on an 'as required' basis.

28.04 In recognition of the fact that during the performance of their duties an employee may sustain damage to, or loss of personal effects, and providing established Departmental policies and procedures have been followed, the Hospital shall make appropriate compensation for repair or replacement of same.

ARTICLE 29 - TERMINATION OF EMPLOYMENT

29.01 Employment may be terminated voluntarily by an employee by providing a minimum of four (4) weeks written notice.

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

- (a) by mutual agreement between the Employer and the employee, or
- (b) during the probationary period of a new employee without recourse to the grievance procedure, or

(c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

29.03 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid earnings and pay in lieu of unused vacation entitlement.

29.04 The Hospital may give equivalent basic pay in lieu of notice.

ARTICLE 30 - REHABILITATION AND RETURN TO WORK

30.01 The Employer, the Union and the employee agree to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled employees. The Employer and the Union shall review the provisions of the program in order to ensure that the work designated is within the identified limitations and restrictions of the employee. An employee may request that the Union be involved in their Rehabilitation and Return to Work Program.

ARTICLE 31 - BENEFITS

31.01 Enrolment in the HEBP Group Pension Plan, HEBP Group Health Benefits Plan, Disability and Rehabilitation Plan, Dental Plan and Group Life Insurance Plans a condition of employment for all employees, providing the employee qualifies under the conditions of each plan.

The details of each plan are as determined by the trustees of the above noted plans and identified in the respective plan texts and HEBP rules and regulations.

31.02

1. The Employer agrees to participate in the HEB Disability and Rehabilitation (D&R) Plan. The benefit levels will be as stipulated in the D&R Plan. The Employer will pay the D&R premium to a maximum of 2.3% of base salary.

The parties agree that income protection credits and Workers Compensation benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, and subject to the approval of the employee's application for D&R benefits by HEB, the employee may commence drawing disability benefits. It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection benefits for the period of time not to exceed this elimination period and payment of accrued income protection within the elimination period represents the maximum amount of income protection available to the employee regardless of the dispensation of the D&R application or the status of the D&R application on the 120th calendar day. An employee may not utilize income protection contiguous to the date of termination of D&R coverage.

2. Where an employee has been away from work due to illness for four (4) consecutive weeks the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Union are willing to assist the employee with completion of the documentation/ application should the employee request.
3. Subject to compliance with paragraph 2, in the event;
 - (i) an employee does not have sufficient accrued income protection to cover the 119 calendar day elimination period, or
 - (ii) the employee's D & R application has not been approved by the end of the elimination period,

the Employer shall pay the D&R Premium, Health Plan Premium, and Dental Plan Premium in respect of any portion of the elimination period where the employee is not in receipt of paid income protection or in respect of the period of time between the end of the elimination period and the date of final disposition of the employee's D&R application.

ARTICLE 32 - OVERPAYMENTS

32.01 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.

ARTICLE 33 - CONTRACTING OUT

- 33.01 The Employer agrees that during the life of this Collective Agreement, there shall be no contracting out of any work that would displace any present employee from the bargaining unit or in any way reduce his/her classification or wage rate.

ARTICLE 34 - SPECIAL UNDERSTANDING RE: PART-TIME EMPLOYEES

- 34.01 a) Vacation with pay shall be calculated as follows:

$$\frac{\text{Regular Hours Actually Worked}}{\text{Full-time hours}} \times \text{a Full-time Entitlement of Employee}$$

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

- b) Income Protection credits shall be calculated as follows:

$$\frac{\text{Average Biweekly Hours of Part-time Employees}}{\text{Full-time Biweekly Hours}} \times \text{Monthly Rate of Accumulated of a Full-time employee}$$

- c) A Part-time employee will be paid four point six two percent (4.62%) basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be included in each regular pay cheque.

ARTICLE 35 - SPECIAL UNDERSTANDING RE: CASUAL EMPLOYEES

- 35.01 The terms of this Collective Agreement will apply to Casual employees only as follows:

- a) A Casual employee is one called in occasionally on an unscheduled basis by the Employer to replace a full-time or part-time employee or to supplement regular staff coverage in situations of unforeseen staff shortage.
- b) Casual employees will receive vacation pay biweekly at the rate of six (6%) percent of the regular hours worked in a biweekly pay period.
- c) Casual employees are paid in accordance with the salaries specified in Appendix "A".
- d) Casual employees will be entitled to the shift premium outlined in Article 20.
- e) Casual employees required to work on a recognized holiday will be paid at the rate of two (2x) times their basic salary.
- f) Casual employees will be entitled to compensation for overtime worked in accordance with Article 21.
- 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) Articles 10 and 11 herein apply only with respect to the terms of this Article.
- j) A Casual employee will be paid four point six two percent (4.62%) basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be included in each regular pay cheque.

ARTICLE 36 - TEMPORARY ASSIGNMENT OF DUTIES

- 36.01 An employee assigned in writing by the Director of Facility Services/Coordinator of Protective Services or designate to temporarily perform all or substantially all of the duties and responsibilities of a more highly paid classification shall be paid the start rate of the higher classification for all hours worked in the higher classification.
- 36.02 An employee who is temporarily assigned to perform the duties of a lower paid classification will continue at his former rate of pay.

APPENDIX "A" – JOB CLASSIFICATIONS AND RATES OF PAY

CLASSIFICATION	DATE OF IMPOSITION OF FIRST COLLECTIVE AGREEMENT
Protective Services Officer II (PSO II - Senior) <ul style="list-style-type: none">- Step 1 (Start)- Step 2- Step 3- Step 4- Long Service Step *	21.736 22.432 23.149 23.889 24.367
Protective Services Officer 1 (PSO I - Junior) <ul style="list-style-type: none">- Step 1 (Start)- Step 2- Step 3- Step 4- Step 5- Long Service Step*	17.456 17.997 18.594 19.229 19.882 20.280
Parking Patrol Officer (PPO) <ul style="list-style-type: none">- Start- 6 months after the imposition of the Collective Agreement	15.997 16.497

*Effective October 1, 2014, employees with 20 years of service receive a long service step.

APPENDIX "B" – SHIFT SCHEDULE HOURS OF WORK

Protective Services Officer II (PSO II-Senior):

- D8 – Eight (8) hour day shift 8:00 AM to 4:00 PM Tuesday and Wednesday
- D10 - Ten (10) hour day shift 8:00 AM to 6:00 PM (4:00 PM to 6:00 PM is at Overtime Rates)
- D12 – Twelve (12) hour day shift 6:00 AM to 6:00 PM
- E8 - Eight (8) hour evening shift 2:00 PM to 10:00 PM (Only for Shift Relief Protective Services Officer)
- N12 - Twelve (12) hour night shift 6:00 PM to 6:00 AM

Protective Services Officer 1 (PSO I – Junior):

- D8 – Eight (8) hour day shift 6:00 AM to 2:00 PM Monday and Thursday
- Eight (8) hour day shift 8:00 AM to 4:00 PM Tuesday and Wednesday
- D12 – Twelve (12) hour day shift 6:00 AM to 6:00 PM
- E8 - Eight (8) hour evening shift 2:00 PM to 10:00 PM
- E10 - Ten (10) hour evening shift 2:00 PM to 12:00 AM
- N8 - Eight (8) hour night shift 10:00 PM to 6:00 AM
- Eight (8) hour night shift 12:00 AM to 8:00 AM on the same day as an E10 shift
- N10 - Ten (10) hour night shift 10:00 PM to 8:00 AM
- N12 - Twelve (12) hour night shift 6:00 PM to 6:00 AM

Parking Patrol Officer:

- D6 - Six (6) hour day shift 10:00 AM to 4:30 PM for Parking Patrol Officer only (1/2 hour unpaid lunch break)