

EXPIRY DATE: MARCH 31, 2017

AGREEMENT BETWEEN:

**DIAGNOSTIC SERVICES of
MANITOBA**, a corporation incorporated
under the laws of the Province of
Manitoba, hereinafter referred to as the
"Employer"

OF THE ONE PART

AND

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL NO. 1869**,
chartered by the United Food &
Commercial Workers International
Union, hereinafter referred to as the
"Union"

OF THE OTHER PART.

ARTICLE 1 PURPOSE

1.01 The parties to this Agreement mutually desire to co-operate in establishing and maintaining conditions which will promote the harmonious relationship between the Employer and the Employees covered by this Agreement and in providing methods for a fair and amicable adjustment of any disputes which may arise between them and to promote efficient operation of the Employer.

ARTICLE 2 BARGAINING UNIT

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of Diagnostic Services of Manitoba – St. Boniface site involved in what is generically called support services.

2.02 Where an employee of the Employer who is not covered by a M.L.B. Certificate signs an application for membership with UFCW Local No. 1869 and where the Employer does not dispute the inclusion into the bargaining unit, that person and the position they are staffing shall, effective date of notification to the Employer, become part of the Collective Agreement, and a meeting will take place with the Employer to determine a rate of pay. Should a dispute arise as to the rate of pay, that matter may be referred to arbitration.

ARTICLE 3 DEFINITIONS

3.01 The word "employee" whenever used in this Agreement, shall mean all full-time, part-time, casual and term employees, unless otherwise indicated.

3.02 The words "full-time employee" shall mean any person covered by this Agreement who works the full prescribed bi-weekly hours on a regular and recurring basis, exclusive of overtime.

3.03 The words "part-time" shall mean any person covered by this Agreement who is regularly scheduled to work less than the full prescribed bi-weekly hours.

3.04 The words "casual employee" shall mean any person covered by this Agreement employed to replace sick, vacationing, or absent employees and for temporary increases in workloads.

3.05 The words "term employee" means an employee hired for a fixed period of time to replace full-time or part-time employees, or until the completion of a particular project or special assignment.

3.06 The words "Union Representative" shall mean the full-time Union Representative or Representatives as appointed from time to time by the Union.

3.07 The words "Shop Steward" shall mean any employee covered in the UFCW bargaining unit who has been appointed by the Union to look after the concerns of members in all departments, which includes the investigation and processing of grievances as per the terms of the Collective Agreement.

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

3.09 The word "transfer" shall mean the movement of an employee from one position to a different position within the bargaining unit.

3.10 The word "week" shall mean a seven (7) day period which commences on a Saturday and ends on a Friday.

3.11 The word "qualification(s)" when used in this Agreement shall mean the required knowledge, education, language requirement, related experience or certificate as determined by the Union and the Employer to adequately perform the job demands and requirements.

3.12 "Bi-weekly period" as used herein shall mean the two (2) weeks constituting a pay period.

ARTICLE 4 UNION SHOP

4.01 Every employee within the scope of this Agreement who is a member of the Union shall maintain his membership in the Union as a condition of employment.

4.02 Every employee entering the bargaining unit shall, at the date of entering the bargaining unit, sign an application for membership card.

4.03 The Employer agrees to forward Appendix "E" as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of an employee, and said employee must become a member of the Union within thirty (30) calendar days.

ARTICLE 5 DEDUCTION OF UNION DUES

5.01 The Employer agrees to deduct from the wages of each employee such union dues, initiation fee and assessments as requested in writing from the Union. The Employer further agrees to deduct initiation fees automatically from the wages of new employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) weeks' accounting period. The written statement shall be in alphabetical order, and shall include the names of the employees for whom deductions are made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, the name changes of employees.

The Employer will continue to submit the dues check off on the system that they are currently providing to the Union. Should the Employer change the system they agree to meet with the Union to ensure that both parties' needs are met.

5.02 Each year the Employer will calculate the amount of Union dues deducted from the employee's pay and shall indicate the same on the T-4 for each employee no later than February 28th.

5.03 The Union agrees to notify the Employer in writing at least thirty (30) calendar days in advance of the amount and changes in Union dues and/or assessments.

ARTICLE 6 BARGAINING UNIT INFORMATION

6.01 The Employer shall provide the Union with the following:

- (a) List of employees, showing their name, address, phone

number, labour class code, department, hourly rate, and seniority hours, in alpha order on January 1, April 1, July 1, and October 1 of each year;

- (b) job postings, job awards, and transfers on a weekly basis;
- (c) The name of all applicants for each vacancy, as requested from time to time in writing by the Union;
- (d) hirings, discharges, suspensions, written warnings, resignations, and retirements;
- (e) job descriptions upon request, as well as all new and amended job descriptions as per Article 19;
- (f) information relating to salaries as related to individual members of the bargaining unit as required;
- (g) list of employees in alphabetical and in seniority order which includes the employee number, employee name, employee category, labour class code, classification, and seniority hours on January 1, April 1, July 1, and October 1 of each year.

ARTICLE 7 UNION REPRESENTATIVES AND SHOP STEWARDS

7.01 The Union shall notify the Employer, in writing, within five (5) calendar days of the election or appointment of Shop Stewards.

7.02 The Employer shall provide a bulletin board with clear, locking doors for the use of the Union.

7.03 The Employer agrees to provide a Union Representative or his designate, not less than thirty (30) minutes during the general Employer orientation period for the familiarization of the employees in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to U.F.C.W., Local No. 1869. Every effort will be made for an employee's orientation to take place within thirty (30) days of employment.

7.04 Upon notification to the manager or designate, the Union Representative and/or Shop Steward is entitled to visit the department for the purpose of overseeing the implementation of the Collective Bargaining Agreement. The Union Representative and/or Shop Steward agree to comply with any reasonable request made by the Employer in not visiting certain areas, due to a temporary emergency or health contamination situation.

7.05 Shop Stewards shall be entitled to leave their work during working hours in order to carry out their functions under the Agreement, including the investigation and processing of grievances. Permission to leave work during working hours for such purpose shall first be obtained from the Manager or designate and such permission shall not be unreasonably withheld. In the event that the Shop Steward must carry out his functions under the Agreement outside his department, the Steward will advise the Manager or designate of the department he is entering, that he will be conducting Union business. Time so spent shall be considered as time worked.

Where the Manager or designate does not wish to let the Steward leave the department to conduct Union business, the Steward will not leave the department, as directed, but immediately thereafter, upon request, a meeting will be held between the Manager or designate in question, the Employee Relations Manager, or his designate, the Steward and the Union Representative in order to discuss and resolve the situation.

When a Shop Steward is away from his/her work location in accordance with the above, the Employer will make a reasonable effort to replace the Shop Steward whenever possible.

7.06 Leave of absence without pay and without loss of seniority or other benefits shall be granted to employees who are absent for the purpose of attending Union functions such as conventions, conferences, schools, seminars, etc. Such leaves of absence shall be restricted to no more than two (2) employees at any one time and the Union agrees to take into consideration the Employer's operating requirements when making such requests.

When an employee attends Union functions such as conferences, conventions, schools, seminars, etc., the Employer agrees to pay the employees involved for all wages and benefits as the employee would have received had he been at work, and the Union agrees to reimburse the Employer upon receipt of billing for all costs (including any overtime costs) incurred by the Employer as a result of this leave, as long as the union is notified beforehand and can then decide whether or not they wish to proceed with the leave.

The Union agrees to notify the Employee Relations Department of the reason for the union leave in writing at least fourteen (14) calendar days prior to said functions. In the event that the union is unable to give fourteen (14) days notice, the Employer will grant the leave, provided the replacement staff can be scheduled.

7.07 Leave of absence without pay shall be granted for a period of up to one (1) year to an employee who is engaged full-time in Union activities. Such leave of absence shall, upon request, be renewed from year to year, to a maximum of four (4) years. During such period of absence, seniority shall be retained.

ARTICLE 8 MANAGEMENT'S RIGHTS

8.01 Except as otherwise specifically provided in this Agreement the management and direction of the working force, including the right to plan, direct and control the Employer's operation; to hire, promote, demote and transfer; to increase and decrease the working force; to determine the work to be done; to suspend or discharge for just and reasonable cause; to establish and enforce reasonable rules and regulations, towards governing the conduct of employees while on Employer premises and towards maintaining order, discipline and efficiency is vested exclusively in the Employer.

8.02 The Union further acknowledges the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities to its patients, all employees, and their needs.

8.03 In any bona fide emergency or disaster declared by the CEO or administrator on call, employees may be required to perform duties as assigned notwithstanding any contrary provision in this agreement. Compensation related to such emergency or disaster shall be compensated in accordance with the collective agreement.

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

ARTICLE 9 DISCHARGE, DISCIPLINE AND ACCESS TO PERSONNEL FILES

9.01 In instances where the Employer considers that an employee may warrant disciplinary action, the Employer shall convene a meeting with the employee, the Union Representative, and/or Shop Steward, in order to discuss the issue prior to the imposition of discipline. The meeting will take place prior to the imposition of discipline or discharge unless the Employer wishes to send the employee home with pay until the above noted meeting can take place. The Employer shall give the employee and the Union advance notice of the nature of the complaint. The Employer agrees to contact the Union Representative to establish an appropriate time, date and location of the meeting.

9.02 If discipline is imposed by the Employer after the above noted meeting of 9.01, the employee and the Union Representative shall be notified in writing of the grounds for discipline or discharge within fourteen (14) days of the meeting unless mutually agreed to otherwise.

9.03 The Employer shall provide the employee with a copy of any written warning or adverse report. Any reply by the employee shall become part of his record. The record of any adverse report or disciplinary action shall neither be referred to nor

used against him at any time after eighteen (18) calendar months following such action, except where such action resulted in proven abuse, theft, or destruction of property.

9.04 Except in cases of gross misconduct or behaviour that warrants immediate dismissal or suspension, the Employer agrees to follow the principle of progressive discipline, stating in writing, the wrongdoing, how it is to be corrected and the next disciplinary step if appropriate action is not taken by the employee within an appropriate, specified time frame.

The Employer agrees to act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

9.05 Upon receiving a written request from an employee, or a written authorization for a union representative by an employee, the Human Resources Department shall provide the employee or the Union Representative the opportunity to examine any document which is placed on the employee file, provided no document shall be removed from the employee file. Upon written request the employee shall also receive an exact copy of any document forming part of her file.

9.06 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 For the purpose of this Agreement, a grievance shall mean a dispute between a member or a group of members of the bargaining unit or UFCW, Local 1869, and the Employer, regarding the application, interpretation or alleged violation of this Agreement.

10.02 Step One:

The grievor will first submit the grievance to his Shop Steward or Union Representative within ten (10) working days of the event giving rise to the grievance and a discussion of the matter will take place with the Employee's immediate supervisor or manager.

Step Two:

If the matter is not resolved at Step One, then within ten (10) working days of receiving the Employer's Step One written response, the grievance shall be submitted in writing to the Director, Human Resources or designate. The Director, Human Resources or designate will provide a written response within ten (10) working days of receiving the grievance. The time limits can be extended by mutual agreement of the Union Representative and the Director, Human Resources. If the matter remains unresolved after the reply of the Director, Human Resources or

designate, then within ten (10) working days, the grievance may be referred to arbitration.

10.03 At any stage in the grievance procedure, an aggrieved employee may elect to be accompanied by a Union Representative or Shop Steward.

10.04 All time limits set out in this article are intended to mean working days, and do not include Saturdays, Sundays, general holidays, grievor's vacation or illness days.

10.05 The time limits as indicated above can be extended by agreement between the parties to this Agreement.

10.06 In the event that an employee's vacation or leave of absence request has been denied, or where the time elements established under Article 11 restrict the expeditious resolution of the matter at hand, either party may refer such matters to an expedited arbitration process which shall be governed by the following provisions:

1. The matter shall be heard before a single arbitrator;
2. The arbitrator shall be chosen from the rotating panel defined in Article 11.01;
3. The hearing shall be held within seven (7) calendar days from the date of the appointment;
4. An arbitrator, unable to hear the matter within the required time limit, shall forfeit his turn to act as arbitrator and shall not be utilized until his turn comes up again as per the regular rotation;
5. Such hearings shall be informal in nature with each party being allowed to present their case before the arbitrator;
6. A verbal decision will be made by the arbitrator within twenty-four (24) hours of the conclusion of the hearing, with the written decision to follow;
7. All cases proceeding before this expedited arbitration process shall be non-precedent setting, and shall only deal specifically with the case before the arbitrator.

10.07 Grievances not submitted in writing to the Employee Relations Manager or his designate within the time limits specified above will be considered

invalid and will not be carried further in the grievance procedure.

10.08 When the Union or the Employer presents a grievance, the grievance may be submitted by the Union or the Employer at Step Two of the grievance procedure.

ARTICLE 11 SELECTION OF AN ARBITRATOR

11.01 If the Union and the Employer cannot reach an agreement, then upon request of either party, the grievance shall be submitted to an Arbitrator, who shall be chosen in rotation, from the following list:

- (1) Arne Peltz
- (2) John Korpesho
- (3) Gavin Wood
- (4) Michael Werier

11.02 If any individual of the above panel who, having been requested, is unable or unwilling to accept the appointment as arbitrator within twenty-eight (28) days of the request, or the grievance is withdrawn or resolved by the parties, he shall not again be requested to act as Arbitrator on any arbitration until his name comes up again on the regular rotation of the panel.

11.03 Grievance Mediation/Arbitration

The process is intended to create a harmonious relationship in order to promptly resolve grievances in an economical and amiable fashion. On this basis, the parties are committed to the utilization of the following process where it is mutually agreed to be appropriate. The parties hereto agree that the following conditions shall apply to the Grievance Mediation Process (GMP):

Part 1 - GENERAL

It is understood that this process and the appointment of the Mediators is to continue concurrent with the Collective Agreement.

The Mediator shall be either John Korpesho or Kris Dangerfield to be chosen in rotation.

It is recognized that the GMP is a voluntary process and either party may request that any grievance be submitted to GMP, however both parties must agree on each case to be so submitted. Where such mutual agreement cannot be reached then the provisions of the Collective Agreement regarding Arbitration shall apply.

It is understood that the opinion of the Mediator is advisory in nature

unless both parties agree in advance that the opinion shall be binding.

In the case where the parties determine the GMP is to be non-binding and where one or both of the parties does not accept the opinion of the Mediator, then the option shall remain to utilize the Arbitration procedure contained in the Collective Agreement.

- (a) It is understood that where the parties agree to abide by the opinion of the Mediator, it is done so on a without precedent or prejudice basis.
- (b) An opinion expressed by the Mediator regarding any issue shall not be submitted to any future GMP nor to any Arbitrator.

The Mediator shall conduct an investigation into each grievance jointly submitted. It is expected that a hearing will be required in the normal course of the GMP. Within seven (7) days of a grievance being submitted, the Mediator shall schedule a hearing to be held within the thirty (30) days or such reasonable date agreed to by the parties. The Mediator is empowered to fulfil his/her role in any manner deemed to be most effective given the individual circumstances of each case. The Mediator's general role is to:

- a) Investigate and if necessary conduct a hearing into each grievance jointly submitted;
- b) define the issue(s) in dispute;
- c) provide an opinion as to an appropriate resolution of the dispute;
- d) otherwise assist the parties in reaching a resolution.

The Mediator is expected to give a verbal opinion at the conclusion of a hearing, and to submit a brief written opinion to each of the parties within seven calendar days following a hearing. Where no hearing is held, it is expected that the Mediator will provide a written opinion within seven (7) calendar days.

Where either or both parties choose not to accept the opinion of the Mediator, they shall advise the other party in writing within seven (7) calendar days.

Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during or after its referral to the GMP.

It is expressly understood that the GMP is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

Part 2 - SUBMISSION OF GRIEVANCE

In all cases, the grievance procedure contained in the Collective Agreement will continue to apply, however, where the grievance procedure has been exhausted and a party has certain time limits to refer the matter to arbitration, that party

might instead within this time limit, advise the other party in writing of its desire to refer the matter to the GMP. Where such a request is made, the time limits referenced in the grievance procedure shall be temporarily suspended until:

- a) the other party advises the party who has made such a request that it does not agree to refer the matter to the GMP, or
- b) fourteen (14) calendar days have elapsed from the date the request was made and the other party has failed to respond, or
- c) fourteen (14) calendar days have elapsed from the date upon which the Mediator issued his written opinion.

When any one of the events referred to in a), b) or c) above occur the time limits for referring the matter to arbitration shall commence as if the grievance procedure had been exhausted on that date.

Part 3 - HEARINGS

The parties agree not to be represented at any GMP hearing by legal counsel. When a hearing is conducted, it is expected to be informal in nature. All parties will be entitled and encouraged to speak and ask questions. The Mediator shall conduct any hearing in a manner deemed by him/her to be effective. Witnesses will not give evidence under oath but the Mediator may act as a participant in attempting to resolve areas of conflicting evidence.

Attendance at hearings shall be limited to a maximum of four (4) employees from the bargaining unit and/or the Union, and four (4) Employer representatives. This stipulation shall not prevent the Mediator from requesting the attendance of any other person who can assist in clarifying the issue in dispute.

The parties agree to provide the Mediator with a jointly prepared statement of facts in an effort to narrow the scope of any dispute and to minimize the need to present evidence through witnesses. The Mediator may through the course of investigation determine additional facts relevant to the resolution of the matter and shall advise the parties accordingly.

The parties shall each pay for their own costs associated with referring and processing a grievance through the GMP except that the parties shall jointly and equally share the fees and expenses of the Mediator.

The Mediator is empowered to consider any grievable matter put to him by the parties including a question of whether or not an issue is grievable.

The opinion of the Mediator is expected to be an informed estimate of the likelihood of the grievance being sustained or denied in the event of its being referred to arbitration.

The Mediator will be provided with any documentation which might provide assistance to him carrying out his role.

11.04 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations, as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.

11.05 The Union and the Employer agree each to be responsible for one-half (1/2) the total cost of the sole Arbitrator.

**ARTICLE 12 NO CONTRACTING OUT, TRANSFER OF
OPERATIONS, DEPARTMENTS OR PROGRAMS**

12.01 For the life of this Agreement, the Employer shall not contract out any work that is currently performed by any members of the bargaining unit, unless there is not sufficient work to employ one (1) full-time employee at that particular function.

12.02 The Employer agrees that if any current department, program or operation covered by this Collective Agreement, or any part of departments, programs or operations are moved or otherwise transferred to a location outside of the geographic area of the bargaining unit, but still under the direction and/or ownership of DSM, this Collective Agreement shall thereupon be applicable at the new location.

Where a department, program, or operation (part or in whole), transfers from DSM - St. Boniface site to another location, not under the direction and/or ownership of DSM, affected employees shall be entitled to transfer with the department, program, or operation with full seniority, benefit and wage transference in accordance with the Letter of Understanding No. 3 re: Staff Mobility within the Nine Facilities of the WRHA System.

Where any department, program or operation (part or in whole) transfers into DSM - St. Boniface site from another facility covered by the Letter of Understanding No. 3 re: Staff Mobility, employees transferring into DSM - St. Boniface site, in accordance with the Mobility Agreement, shall be placed in the bargaining unit and be credited with all benefits, seniority, etc. that they are entitled to in accordance with the UFCW Collective Agreement.

**ARTICLE 13 NO SUPERVISORS AND OTHERS DOING BARGAINING UNIT
WORK**

13.01 Persons whose positions are excluded from this Agreement shall be permitted to perform work similar to those employees within the bargaining unit where this is for experimentation, instruction or for resolving emergencies.

13.02

Role of Volunteers

The Union and the Employer agree that volunteers have a role within the Employer to perform functions which enhance and complement efforts of staff toward patient care services and visitor/family support. Volunteers shall not be utilized in such a way as to cause any reduction of hours of any bargaining unit position, deletion of any bargaining unit position, or reduction in the current DSM - St. Boniface site staff complement. If and when new programs and services are established at the Employer, or existing departments/units experience increases in workloads, volunteers will not be utilized to perform any duties or functions which are inconsistent with the definition noted above. If any disputes arise regarding the appropriateness of volunteer functions, the issue will be raised at the appropriate labour/management committee meetings, and the parties agree to act fairly and reasonably in resolving any such concerns.

ARTICLE 14 STRIKES AND LOCKOUTS

14.01 The Union agrees that during the term of this Agreement there shall be no strike, sit-down, work stoppage, or suspension of work either complete or partial, for any reason, by the employees.

 The Employer agrees that during the term of this Agreement there shall be no lockout of the employees.

ARTICLE 15 SENIORITY

15.01 Seniority shall be defined as the total accumulated regular paid hours from the last date on which the employee commenced work with the Employer in a position covered by this Agreement. Regular paid hours will be defined as all hours worked and/or paid, not including overtime.

 Any errors or omissions on the seniority list referred to in 6.01 (g) will be adjusted as soon as reasonably possible.

 For the purpose of applying "seniority" throughout this Collective Agreement, an updated seniority list will be provided to all units/departments and the Union office as per Article 6.01(g).

15.02 Seniority will terminate if an employee:

- (a) resigns, retires, or goes on permanent disability pension;
- (b) is discharged and not reinstated under the grievance procedure;
- (c) is on layoff for a period of more than thirty-six (36) months;
- (d) fails to report for duty within seven (7) days from layoff, after

- notification to do so.
- (e) is in an out of scope position for more than fifty-four (54) weeks.
- (f) fails to report to work as scheduled at the end of a leave of absence or suspension without explanation satisfactory to the Employer.

15.03 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on an unpaid leave of absence of less than four (4) weeks, except those referenced in (e) below.
- (e) is on an unpaid leave of absence due to an injury or illness which may be compensable by WCB, MPI, or LTD, for a period of up to two (2) years.
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one year; or
- (g) is on an approved parental or adoption leave.

For the purposes of calculating seniority in (d), seniority shall be calculated based on the employee's EFT status.

For purposes of calculating seniority in (e), (f) and (g) above, the employee will accumulate the greater of their average of either their regular paid hours worked and/or paid in the previous twenty-six (26) weeks from the start of the leave, or the EFT of the position occupied at the commencement of the leave.

15.04 Seniority of an employee will be retained for the duration of the employee's employment, but will not accrue if an employee:

- (a) is on an unpaid leave of absence approved by the Employer in excess of four (4) weeks, except those referenced in (d) below;
- (b) is in an out of scope position within the Employer for up to fifty-four (54) weeks;
- (c) is on layoff for less than thirty-six (36) months.
- (d) is on an unpaid leave of absence due to an injury or illness which may be compensable by WCB, MPI, or LTD, for a period of more than two (2) years.

15.05 **Casual Availability**

A casual employee is required to work a minimum of nine (9) shifts in a twelve (12) month period beginning May 1 of each year. Failure to do so may result in the Employer terminating said employee on the last day of the twelve (12) months.

For all newly hired casuals, the twelve (12) month period will

commence on the date of hire as a casual employee. Thereafter, their status will be reviewed as of May 1 of each calendar year.

For all full-time or part-time employees who revert to casual status, the twelve (12) month period will be calculated as of May 1 of each calendar year.

Casual employees are required to declare their availability as per the UFCW Pre-booking Protocol.

Casual employees are expected to inform the Employer immediately should their availability change.

In the event a casual is contacted by the Employer on the basis of their availability and refuses three (3) shifts or more in a two (2) week period, she/he may not be eligible for pre-booking in the next two week period.

ARTICLE 16 PROBATIONARY PERIOD

16.01 All new or rehired employees shall be on a probationary period of three (3) months from the date of their employment [thirty (30) shifts worked for part-time and casual employees, or three (3) months, whichever is longer]. During that period the Employer will assess and appraise said employees and determine the appropriateness of their continued employment at the Employer.

It is understood that all new or rehired employees shall be eligible for a transfer at the discretion of the Supervisor during the probationary period.

The Employer may dismiss such probationary employees, and such dismissal, shall not be subject to the grievance and arbitration procedures as outlined in this Agreement.

ARTICLE 17 VACANCIES, JOB POSTINGS AND TRANSFERS

17.01 When the Employer is receiving notification that an employee is vacating his position, or when a new job is created, a notice shall be posted as early as possible. The posting shall be for a period of seven (7) calendar days on the job posting bulletin boards, and will, for informational purposes only, be posted on the St. Boniface General Employer website. A copy of the posting shall be sent to the Union. Employees will be required to make written application, and upon request, shall receive a true copy of his/her application.

Should an employee withdraw his application within fourteen (14) calendar days of being awarded a position, or decides to forego his position within fourteen (14) calendar days from commencing the position, the next most senior

qualified applicant who had applied for the vacancy, will be awarded the position.

The notice shall set out the classification, location, title, hourly rate of pay, normal starting and quitting times, and the job description shall be available on request from the Human Resources Department.

In order to expedite the process, the staffing office will respond to inquiries from employees requesting information regarding the status of their application.

17.02 In filling job vacancies (transfers, new positions, etc.) the job shall be awarded within seven (7) calendar days following the end of the seven (7) calendar days' posting period.

The Employer will make every reasonable effort to contact the senior applicant within two (2) working days after the seven (7) day posting period. Once contacted, the senior applicant must make a decision to accept or reject the position by no later than 1600 hours the next working day. If the senior applicant rejects the position, the next most senior applicant will be contacted and will also be given until 1600 hours the next working day to make a decision, and thereafter in descending order of seniority.

If the Employer is unable to make contact with the most senior applicant after two (2) working days from the initial attempt, then the Employer shall proceed to the next most senior applicant as indicated above. Numerous attempts shall be made to contact employees at work and at home. Messages will be left on answering machines. Such attempts will be documented.

If the employee is away on days off or vacation during the posting period, they may submit written intent with their application to accept a position. If an employee has applied for more than one (1) position, they shall leave written intent to accept positions in order of preference, so if they are not the successful applicant for their first preference, they will be awarded their second preference, etc.

The job shall be awarded to the most senior applicant with the required qualifications to do the job. Where the Employer questions a senior applicant's "ability to do the job", and where this employee is otherwise qualified, the Employer agrees to provide this employee with a ninety (90) calendar day trial period during which they shall have the opportunity to demonstrate their ability to perform the job. The Employer may, at any time within the ninety (90) calendar day period, return said employee to their former position. If no applicant meets the required qualifications, the Employer shall be required to hire employees from outside the bargaining unit.

The employee awarded the job may be returned to their former position by the Employer within a ninety (90) calendar day period after their appointment, if said employee cannot satisfactorily perform the job.

The employee involved may also decide to return to their "former" permanent position but no later than ninety (90) calendar days after their appointment. The words "former position" shall mean the position the employee was in prior to moving into the position they most recently occupied. Should an employee elect to return to their former position within fourteen (14) calendar days after commencing the position, the next most senior qualified applicant will be awarded the position.

The ninety (90) calendar day period referred to above will not apply in the following circumstances:

- (1) An employee applies for and is awarded a permanent position while on a Leave of Absence, and is unable to commence into the position within ninety (90) calendar days from the start date of the position;
- (2) An employee has commenced working in a new permanent position and subsequently goes on a Leave of Absence that starts during and extends beyond the ninety (90) calendar day period;
- (3) An employee is awarded a permanent position and, prior to commencing the permanent position, subsequently applies for and is awarded a term position;
- (4) An employee has commenced working in a new permanent position, and prior to the ninety (90) calendar day period expiring, applies for and is awarded a term position.

It is understood that an employee does not have the right to return to their former position, nor does the Employer have the ability to return the employee to their former position, in any of the above instances.

Human Resources Staffing will make every effort to inform employees in any of the above situations that the ninety (90) calendar day period provision will not apply.

When said employee returns to their former position, they shall be placed on the salary step based on their accumulated seniority up to the date of their return.

Successful applicants shall receive adequate orientation and required training from an employee or supervisor qualified to provide the training.

17.03 **Unfilled Vacancies**

Positions remaining unfilled following two subsequent postings will be placed on an "Unfilled Position List". This list shall be posted on the posting board and the Employer website. Bargaining unit members interested in applying for an unfilled vacancy and who meet the posted qualifications will be entitled to complete a "change in position form" and then submit it to Human Resources. In the event there is more than one applicant on any given day, the position will be awarded to the most senior qualified applicant at the end of that business day. The Unfilled List will be updated weekly and an electronic copy provided to Local 1869.

Any position removed from the list for reasons other than the awarding of the position shall either be posted in accordance with Article 17.02 or deleted in accordance with Article 18.12.

Employees applying for positions on the Unfilled List will only be awarded the position in the event they meet the posted qualifications.

17.04 No employee shall be transferred to a position outside the bargaining unit without his consent.

17.05 No employee shall be transferred to a different position without his consent, unless due to a medical accommodation or disciplinary action. In the event the Employer determines to place an employee in an alternate position for disciplinary reasons, without mutual agreement, the Union may grieve the transfer.

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

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

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

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

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

In the event the accommodation results in the employee being moved to a higher classification position, her new salary shall be determined in accordance with Article A-5(a).

In the event the accommodation results in the employee being moved to a lower classified position, her new salary shall be determined in accordance with Article A-5(c).

The Union shall be notified of any return to work/accommodation initiatives with respect to any employee. The Employer, Union, and the employee shall meet to ensure the employee is clear on all the details and provisions of the return to work and that the work designated is within their restrictions and limitations as documented by a qualified medical practitioner.

17.07 Casual or Part time employees with a 0.5 EFT or less who desire to work more hours in the Employer will submit a form letter to the staffing officer responsible for UFCW positions. This form will identify which area(s) the employee is interested in working additional hours. It shall remain on file for 2 months. The casual and part time employees who have submitted this form will be given opportunities to work in other departments in order of seniority before outside applicants.

17.08 Full-time or part-time employees who indicate at the time of resignation from their permanent position that they wish to maintain casual status will be entitled to be placed on the roster of their current department, unless they have significant documented performance, attendance and/or disciplinary issues on their personnel file. The manager or designate will inform the employee of any problems with maintaining casual status prior to the resignation being finalized.

17.09 Where the Employer wishes to increase a part-time employee's EFT by no more than .3 EFT, and the employee is in agreement with same, the Employer will meet with the Union to discuss the matter. Upon mutual agreement between the Employer and the Union, the employee's EFT will be increased and posting will not be required. It is understood that an increase in part-time EFT as noted above will not result in a change in status from part-time to full-time.

If a full-time position is created or more than .3 EFT is added to a part-time position, the position will be posted and if the incumbent is not the successful applicant, they shall be entitled to bump in accordance with Article 18.

ARTICLE 18 JOB SECURITY/ LAYOFFS AND RECALLS

18.01 The Employer shall endeavour to ensure that all employees covered in the bargaining unit shall retain employment with DSM during the duration of this Agreement.

18.02 If circumstances evolve whereby it becomes necessary to reduce the number of positions or number of staff, or if there is a permanent or temporary reduction in an employee's hours, the Employer agrees to the following:

- (i) The Employer shall notify the Union in writing at least one hundred and twenty (120) days in advance of any deletion of an occupied position(s). Such notice to include:
 - (a) identification of position;
 - (b) name of incumbent;
 - (c) reasons for deletion.
- (ii) The Employer and the Union shall meet no later than twenty (20) working days after receipt of the above notice to discuss and examine all available options with a view to retaining the employment of the affected employees.
- (iii) Before any reduction of any position takes place the following options shall be looked at with a view to reaching an agreement on same:
 - (a) attrition;
 - (b) establishing courses to allow employees to retain employment with the St. Boniface General Employer;
 - (c) posting of vacancies;
 - (d) transfer to other departments;
 - (e) transfer to newly created departments or newly created services;
 - (f) adjustment of full-time/part-time ratio.

18.03 In the event that an occupied position must be deleted, the employee will be entitled to the following:

- (a) Exercise his/her seniority to bump into any position within the scope of this agreement, provided he/she possesses the required qualifications to perform the job;
- (b) Accept layoff or;

(c) Be placed on the appropriate casual roster.

In the event that an employee is unable to satisfactorily perform the duties of the position of which he/she has bumped into, the Employer will meet and discuss the matter with the Union. In the event that there are no available vacancies for which the employee is qualified, she/he will be placed on the appropriate casual roster or layoff. The Employer and the Union will continue to look for a mutually agreed upon vacancy during the time the employee is on the casual roster, until such time as the employee applies for and is awarded a permanent position.

18.04 In the event of a temporary layoff, an employee shall have the same rights as outlined in 18.03.

An employee who exercises his/her bumping rights due to a temporary layoff shall have the right to reapply for his/her position once it becomes available. If an employee accepts layoff or is placed on the casual roster, he/she will be recalled to his/her former position, once it becomes available.

18.05 In the event of a layoff, the Employer shall notify employees who are to be laid off at least ten (10) working days prior to the effective date of layoff, or award ten (10) days pay in lieu thereof, unless a greater period of notice is required by legislation, in which case, such greater period of notice or pay in lieu thereof shall be given.

18.06 Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.

18.07 All job vacancies, permanent and term, shall be posted in accordance with the terms of this Agreement. All employees including those on layoff as a result of a permanent deletion, and those who have exercised their bumping rights in a temporary layoff, shall be entitled to apply for these vacancies.

18.08 A laid off employee who has applied for and been awarded a position will commence in that position on the posted start date.

18.09 An employee on layoff for more than thirty-six (36) months will be terminated.

18.10 The Employer agrees that no general or partial reduction of hours shall be instituted in the event of a shortage of work, except as indicated above.

18.11 When an employee exercises his bumping rights or is being transferred or redeployed, he/she will retain his/her current salary level until the salary scale of the lower position reaches his/her level of salary. In any event, this red circling provision shall be limited to no more than three (3) years from the date of transfer or redeployment.

18.12 The Employer shall notify the Union in writing of any deletion of a vacant position and the reason for said deletion.

ARTICLE 19 JOB DESCRIPTIONS AND NEW CLASSIFICATIONS

19.01 The appropriateness for inclusion in the scope of this Agreement of new positions created during the life of said Agreement shall be a matter for mutual agreement between the Employer and the Union. In instances where the Employer and the Union do not agree on the inclusion or exclusion of a new position, the matter will be referred to the Manitoba Labour Board for a ruling.

19.02 In the event that the Employer:

- (a) establishes a new classification; or
- (b) there is a change which affects the content of an existing job description or classification; or
- (c) an existing classification becomes included in the Union;

The Union shall receive an amended job description and proposed pay grade.

Unless the Union objects in writing within thirty (30) calendar days following receipt of the amended job description and proposed pay grade, the classification and pay grade shall form part of Schedule "A".

If the Union files a written objection to the job description, the parties shall meet to discuss the job description within fifteen (15) calendar days following receipt of the Union's objection.

If the parties cannot reach agreement on the job description or the pay grade, the matter can be referred to the Health Care Industry Committee.

The Health Care Industry Committee shall be composed of one (1) member appointed by the Union, one (1) member appointed by the Employer, and the Chairperson who will be appointed in rotation in accordance with Article 11 of this Agreement. The decision of this Committee shall be final and binding on both parties.

The parties agree that the pay grade implemented for new classifications and existing classifications that become included in the Union shall be retroactive to the date the classification became included in the Union, or as otherwise mutually agreed to. The effective date for implementing a new pay grade for an existing classification will be from the date the change in job content became effective, or as otherwise mutually agreed to by the Employer and the Union.

19.03 At any time after an employee has been in a classification for three (3) months, he shall have the right to request a review of the appropriateness of his

classification and pay grade if his assigned duties have changed from his current job description. On behalf of the employee, the Union shall submit the request in writing to both the Manager and Human Resources and shall state what change in duties forms the basis of the review request.

The Employer will examine the request and give its decision as to the validity of the request within thirty (30) calendar days from the date of the receipt. If the decision is not satisfactory to the Union, the matter may be referred to the Health Care Industry Committee as outlined under Article 19.02.

The effective date for implementing a change in classification and pay grade will be from the date the request was received in Human Resources, or as otherwise mutually agreed to by the Employer and the Union.

The time limits under 19.02 and 19.03 can be extended by written agreement by both parties to this agreement.

ARTICLE 20 REPLACEMENT PAY AND REDEPLOYMENT

20.01 Employees temporarily assigned to replace employees in a higher pay grade shall receive the rate of pay at the same increment level that they currently receive with a minimum increase of twenty-five (25¢) cents per hour.

If an employee does not wish to perform the duties of a higher pay grade, the Employer will make every effort to assign an alternate employee to perform said duties.

20.02 An employee who is assigned, in accordance with the terms of this Agreement, to a lower pay grade, shall continue to be paid the rate and benefits of his regular job.

If an employee does not wish to perform the duties of a lower pay grade, the Employer will make every effort to assign an alternate employee to perform said duties.

20.03 When it becomes necessary to redeploy employees for an entire shift, and if there are no volunteers, staff will be redeployed in the following order:

- (a) a casual employee who has been scheduled to work on that shift;
- (b) a float who has been assigned to work that day in the department or unit;
- (c) a part-time employee picking up an additional shift on that day;
- (d) employees normally scheduled to work their shift on a rotational basis.

Selection of the employees being redeployed shall be subject to the employee possessing the minimum qualifications and/or training to perform the duties required.

20.04 An employee assigned to replace an employee whose position is outside of the bargaining unit will be paid Eight Dollars (\$8.00) per shift of replacement with the proviso that he must replace for at least one-half (1/2) shift. The Employer agrees that it shall not utilize Union Members to replace in any vacant out-of-scope positions when those positions have been vacant for longer than sixty (60) calendar days. By mutual agreement between the Employer and the Union, this time frame may be extended due to unusual situations that may arise in the recruitment process.

ARTICLE 21 TRANSFER OF OPERATIONS

21.01 The Employer agrees that if the existing operations covered by this Agreement, or part of them, are moved or otherwise transferred to a location outside the geographic area of the bargaining unit, this Collective Agreement shall thereupon be applicable at the new location.

ARTICLE 22 HOURS OF WORK, LUNCH PERIODS, REST PERIODS

22.01 Normal full-time hours of work shall be seven and three-quarter ($7\frac{3}{4}$) hours per day, with a total of thirty-eight and three-quarter ($38\frac{3}{4}$) hours for the week, or seventy-seven and one-half ($77\frac{1}{2}$) hours biweekly, excluding meal periods but including rest periods.

- 22.02
- (a) Employees working from three (3) hours up to five (5) hours in length shall be entitled to one (1) 20-minute paid rest period scheduled by the Employer. Rest periods shall not begin until one (1) hour after commencement of work unless mutually agreed to between the employee and the Employer.
 - (b) Employees working more than five (5) hours up to less than seven (7) hours shall be entitled to one (1) 20-minute paid rest period and one unpaid meal period of not less than 30 minutes at times scheduled by the Employer.
 - (c) Employees working seven (7) hours up to seven and three-quarter ($7\frac{3}{4}$) hours are entitled to two (2) 20-minute paid rest periods and one unpaid meal period of not less than 30 minutes at times scheduled by the Employer. Meal periods shall be taken not earlier than three (3) hours after commencing a shift and shall terminate no later than five (5) hours after the beginning of the shift unless mutually agreed between the Employer and the employee.

22.03 For employees working twelve (12) hour shifts, the hours of work shall be 12 hours per day minus breaks with the total of 155 hours every four weeks (a maximum of 8 shifts in any bi-weekly pay period).

For those employees working twelve (12) hour shifts, there shall be one meal period of 45 minutes (fifteen (15) minutes of the 45 minutes shall be with pay), one meal period of 30 minutes without pay, as well as two 20-minute rest periods with pay.

For those employees working 12-hour shifts the following will apply:

- (a) Authorized overtime will only be paid after the regular scheduled hours (12-hour shift). This also applies to casual replacement shifts.
- (b) General Holidays - A full-time employee is entitled to 93 hours general holiday annually ($7\frac{3}{4} \times 12$ holidays). When a holiday falls on an employee's day of rest, she will receive $7\frac{3}{4}$ hours pay or time banked. When working on a general holiday, an employee will be paid at $1\frac{1}{2} \times$ hourly rate of pay. In addition, the employee will receive $7\frac{3}{4}$ hours time paid or banked. A part-time employee will receive pro-rated general holiday pay as per the Collective Agreement.
- (c) Bereavement Leave - Articles 28.02 and 28.03 will be applicable. For purposes of this Article, a day will be defined as a 12-hour shift.
- (d) Other Leaves - Any other leave with pay will be converted to hours. Where an employee is eligible for one (1) day leave with pay then the employee shall be eligible for $7\frac{3}{4}$ hours pay; e.g. employees eligible for 1 day paternity leave will receive $7\frac{3}{4}$ hours leave with pay. Any additional time off required to provide the employee with a full shift off shall be at no cost to the Employer.

22.04 When employees are required to escort patients outside of the Employer and work through a meal, they shall either be paid for the missed meal or schedule their break at the end of their shift if mutually agreed.

When an employee is escorting a patient over a scheduled meal period, they shall receive a ten (\$10.00) dollar advance. Upon return, the employee shall provide the Manager or designate with a receipt.

ARTICLE 23 **SHIFT SCHEDULES**

23.01 Except by mutual agreement between the Union and the Employer, all employees shall receive at least two (2) consecutive days off in each week.

23.02 Shift schedules will be visibly posted in an appropriate place at the commencement of each week and will reflect a minimum two (2) week shift schedule.

When a schedule is changed without seven (7) calendar days' notice, the employee shall receive time and one-half (1½) his basic rate for all hours worked on the first shift which varies from the posted schedule. The time and one half premium will not apply in situations where the Employer and the employee mutually consent to the change.

Where the Employer wishes to alter for a period in excess of forty-five (45) calendar days the schedule of hours, or shifts of employees, or the regular rotation, or the normal starting and quitting times, the Employer agrees to meet with the Union prior to the implementation of such changes in order to discuss the matter and consider alternatives to changes. The parties agree to act reasonably in dealing with such issues.

The Employer shall not change an employee's normal starting and finishing times, nor their normal rotation for any short-term duration except in cases of unforeseen staffing shortages, and providing that all other staffing options (including canvassing for volunteers and applying Articles 23.04 and 23.05) have been reviewed, or at employee's mutual agreement.

23.03 If the employees and the Union design a schedule which provides for more weekends off at no additional cost or loss of service to the Employer, the Employer agrees to implement such a schedule.

- 23.04 (a) All shifts and/or hours of work available due to illness, injury, absences, unfilled pre-booking shifts and increased workload will be offered firstly to the most senior of the part-time employees within the department who have indicated their availability, and thereafter in descending order of seniority.
- (b) In the event of no part-time employees being available to work the shifts identified in (a) above, the shifts will then be offered to casual employees in the department, who have indicated their availability to work extra shifts, in descending order of seniority.
- (c) In the event it is determined that a junior employee was called in for the shift in error, the Employer will offer a supernumerary comparative shift (weekday/weekend,

number of hours, eligible/not eligible for premiums) to the employee who would have been entitled to the shift. The supernumerary shift is to occur within a two (2) week period of the error, and to be taken on a day selected by the employee. In the event the employee does not select a supernumerary shift within the two (2) week period, a comparative shift as defined above will be assigned by the Employer within a two (2) week period. If unable to select and/or assign a supernumerary shift within the four (4) week period, the shift will be paid out to the employee.

23.05 Part-time and casual employees will be pre-booked for available shifts up to a maximum of two (2) weeks consistent with the pre-booking protocol established between the parties and appended to this Collective Agreement. Any shift not accepted in the pre-booking will be offered as per Article 23.04 above. Once pre-booked, the employee is required to work the shift except for reasons such as sickness, injury, or compassionate leave. The Employer shall not cancel any pre-booked shifts for part-time employees, unless a posted vacancy is filled or an employee returns to work from a leave of absence due to illness or injury.

Part-time and casual employees will be required to indicate their availability for both pre-booked and casual call-in shifts. Employees will only be entitled to pre-book in one (1) department but may accept casual call-in shifts in two departments.

The pre-booking protocol shall be used for all shifts known in advance by the Employer to be vacant for illness, injury, approved leave of absence, etc. up to a maximum of sixty (60) calendar days. The vacancy of any position caused due to illness, injury, leave of absence, etc. known to be of sixty (60) days or longer, will be posted as a term position in accordance with Article 17, unless the Employer meets with the Union to review and explain how the term may not be needed. The parties agree to act reasonably in the determination of when terms are required or not required.

23.06 A casual employee must be notified at least eight (8) hours before the starting time of his shift, not to report for work, if he is not required. Where such eight (8) hours notice is not given, the Employer agrees to provide said casual employee with a minimum of three (3) hours of work or pay in lieu thereof.

It is understood that casual employees who are pre-booked shall not cancel any pre-booked shifts other than for the reason of sickness, injury or bereavement leave. Cancelling for any other reason shall not be permitted.

This shall also apply for part-time employees who are picking up or pre-booked for additional shifts under the terms of this Agreement.

ARTICLE 24 **TERM POSITIONS**

24.01 A term position is a full-time or part-time position created to replace an employee who is on vacation or on a leave of absence, or to carry out a special project to a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

 This shall not preclude the Employer from utilizing part-time employees or casual employees to work available shifts as specified in Articles 23.04 and 23.05 when the leave of absence, vacation, or special project is for less than sixty (60) calendar days, or for a period longer than sixty (60) days, consistent with Article 23.05.

24.02 Where the Employer deems a term position to be of an indefinite length due to illness or injury, the term position shall be posted as such.

24.03 When the Employer determines that a term position exists as described above, the position shall be posted in accordance with 17.02.

24.04 Full-time, Part-time and casual employees shall be entitled to apply for, and receive posted term positions, as qualified herein:

- (a) **First Term** Where a term position is posted and a full-time or part-time employee is the successful applicant, they shall return to their former permanent position at the conclusion of the term. In the event that the employee's permanent former position no longer exists, the employee shall have rights in accordance with Article 18 of the Collective Agreement.
- (b) **Second Term** A full-time or part-time employee awarded any subsequent term position, resulting from (a), at the completion of the term, the Employer at its discretion, will either return the full-time or part-time employee to his/her former position, or if the Employer decides not to return the employee to his/her former position, the employee may choose to either be placed on the casual list of the department where the term position occurred, or the casual list of his/her former department.
- (c) When a term position is posted and a casual employee is awarded the position, at the completion of the term, the casual employee, at his/her discretion shall be placed on the casual list of the department where the term occurred, or the casual list of the employee's previous department prior to receiving said term.

- (d) At the completion of the term, where a term employee is awarded the position, the term employee shall be placed on the casual list of the department where the term occurred in accordance with her seniority.
- (e) An employee occupying a term position may be required to complete the term prior to being allowed to transfer to another term. However, if an employee has a good and sufficient reason to vacate the initial term, such as receiving a higher EFT term position, or due to personal circumstances such as illness, inability to meet the demands of the position, enrolment in educational courses, the Employer will consider such requests and approve when reasonable.
- (f) An employee occupying an indefinite term position shall be entitled to return to their former permanent position, or bid for alternate term positions after occupying said term position for twelve (12) months.

24.05 Seniority of an employee in a term position will be based on the entitlement of a full-time or part-time employee, consistent with Article 15.01.

24.06 Full-time and part-time employees shall not be permitted to return to their former positions until the initial term of the position has expired, unless the Employer wishes to return them to their former position due to poor work performance.

24.07 Should a full-time, part-time or casual employee apply for and receive another position prior to the expiry of their term, the Employer shall then be free to staff the position in accordance with Article 23.04 of the Collective Agreement and if no candidate can be found, the Employer shall be free to hire from outside.

24.08 The parties agree that there may be situations where the complexity of the job or the specialized training of the incumbent may make it difficult for the Department to allow those incumbents to leave and accept term positions. The parties agree to meet and review any such situations with a view to amicably resolving the matter.

24.09 Employees returning from the leave will provide the Employer with as much notice as possible of the date of return, but never less than five (5) days' notice. The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from the leave provides the Employer.

24.10 A part-time or casual employee, whose term position ends with short notice and who misses pre-booking for the current scheduling period, shall be given priority for call-in shifts if he so requests.

ARTICLE 25 **OVERTIME AND PREMIUM PAY**

25.01 Overtime worked shall be on a voluntary basis, offered by seniority, to full-time and part-time employees within the department or unit where the overtime occurs. In the event no full-time or part-time employees accept to work the overtime, the overtime will be offered to casuals in the department or unit in descending order of seniority. It is understood that the provisions of Article 25.02 must be met in order for the overtime premium to apply.

25.02 All time worked in excess of the work day or the bi-weekly hours shall be considered overtime. Overtime worked shall be paid for at the rate of time and one-half (1½) for the first three (3) hours and double time after three (3) hours in any one (1) day or shift outside the hours of work in any bi-weekly period.

25.03 All work performed on a full-time employee's third and subsequent consecutive weekend shall be paid for at time and one-half (1½) his regular rate of pay. For the purpose of this article, weekend shall mean Friday and Saturday, Saturday and Sunday or Sunday and Monday.

25.04 Overtime worked on any scheduled full-time employee's day off shall be paid at the rate of two (2x) times the employee's basic salary.

25.05 Employees working two (2) consecutive shifts will be paid at the rate of two times (2x) times the employee's basic salary for the second shift.

25.06 Overtime must in all cases be approved in advance by the Manager or designate.

25.07 Any employee receiving any premium shall not be disqualified from receiving overtime payment and any overtime paid shall not disqualify an employee from receiving additional premiums as called for in this Agreement.

25.08 A full-time employee who is called in to work outside his regularly scheduled hours shall be paid a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regular scheduled hours and the work the employee is called in to do.

25.09 Employees required to work overtime in excess of three (3) hours immediately following their regular shift will be allowed a meal in the Hospital cafeteria not to exceed seven (\$7.00) dollars at a time to be determined by the Employer and time consumed for the meal period, which shall not exceed thirty (30) minutes, will be considered as working time. In the event that the cafeteria is closed the affected employee shall receive a meal ticket equivalent to seven (\$7.00) dollars to be used at any time in the cafeteria for the cash value of said ticket.

25.10 If the Employer requires an employee to return to the Employer on a call-back, the Employer shall pay return taxi fare upon receipt of a taxi slip. If the

employee elects to use their own vehicle, they shall be reimbursed for all travel in accordance with the prevailing Province of Manitoba mileage rates.

25.11 Overtime worked on a holiday shall be paid for at the rate of double and one-half times (2 1/2 X) the employee's normal hourly rate.

25.12 At the employee's request, overtime may be banked and shall be compensated by time off at overtime rates, to be taken at a mutually agreed time. Overtime will be accumulated to a maximum of seventy-seven and one-half (77.50) hours. Any overtime in excess of seventy-seven and one-half (77.50) hours shall be paid as earned. At the employee's written request, any banked overtime or portion thereof shall be paid out at any time on a regular pay deposit. All accumulated overtime must be taken as time off or paid out by the end of each fiscal year. Accumulated overtime paid out at the end of the fiscal year shall be on a separate deposit.

ARTICLE 26 **GENERAL HOLIDAYS**

26.01 (a) The Employer agrees to grant the following paid holidays:

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

and any other day declared as a holiday by the Federal, Provincial, or Municipal Government.

(b) The Employer further agrees to grant all employees scheduled to be on duty on either the day before Christmas or the day before New Year's, one-half (1/2) of their regular shift off with pay.

It is understood that the first fifty per cent (50%) of the employees will be granted said time off on the day before Christmas, and the remaining fifty per cent (50%) will be granted same on the day before New Year's.

This benefit, as identified in subsection B, will be applicable to all

full-time and part-time employees who are regularly scheduled to be on duty on the day before Christmas, or the day before New Years. It is understood that all employees so scheduled will be granted one-half ($\frac{1}{2}$) shift off on the specified days or at the option of the employee, another one-half ($\frac{1}{2}$) shift with pay at a mutually agreeable time. In any event, such time will be taken no later than March 31st.

- 26.02
- (a) Full-time employees shall receive one (1) day's pay for each holiday. An employee who works on a holiday shall be paid for the day at the rate of time and one-half ($1 \frac{1}{2}$) his regular rate of pay, plus an extra day's pay or, at the option of the employee, another day with pay at a time selected by the employee, providing two (2) weeks notice is given to the Employer.
 - (b) Part-time and casual employees shall receive ten per cent (10%) of their total regular hours worked or paid in the two (2) weeks preceding the week of the general holiday for each general holiday. A part-time or casual employee who works on a holiday shall receive the amount of pay he would have received had he not worked, plus an additional one and one-half ($1 \frac{1}{2}$) times his regular rate of pay for all hours worked.
 - (c) Any part-time and full-time employee who would normally work on the day that a general holiday occurs will be entitled to work the shift in question if the employee makes a request in writing at least three (3) weeks in advance to work. If the Employer does not require the same number of staff on a general holiday, then the available shifts will be offered in order of seniority to full-time and part-time employees first.
 - (d) Notwithstanding (c) above, part-time employees will be entitled to their EFT and normal schedule of hours. In the event a part-time employee does not wish to work the general holiday, the Employer is not required to reschedule the shift.
 - (e) In the event there are insufficient numbers of employees who indicate their availability to work on any general holiday, the Employer reserves the right to schedule qualified employees in reverse order of seniority to meet operational requirements.

26.03 If any of the above holidays fall on a full-time employee's scheduled day off, the employee shall receive a day's pay; or if the full-time employee requests he may be given another day off with pay at a mutually convenient time.

- 26.04 (a) When a general holiday occurs during a full-time employee's scheduled vacation, the employee will be paid for the general holiday on the day it occurs.
- (b) When a general holiday occurs during the period of a vacation, the part-time and casual employee shall receive ten (10%) percent of their total hours worked or paid in the two (2) weeks preceding the vacation.

26.05 When a part-time or full-time employee is on a leave of absence with pay due to sickness and a general holiday occurs during that period, he will receive a regular day's pay at straight time rates for the holiday, with paid sick leave to resume following the holiday.

26.06 All general holidays not taken by the end of the fiscal year will be paid out, with the exception of those general holidays which fall in the last two weeks of the fiscal year.

ARTICLE 27 VACATIONS AND VACATION PAY

- 27.01 (a) A full-time employee shall receive an annual vacation with pay earned at the rate of:
- fifteen (15) working days per year for the first three (3) years of employment;
 - twenty (20) working days per year after three (3) years of employment;
 - twenty-five (25) working days after ten (10) years of employment;
 - thirty (30) working days after twenty (20) years of employment.
- (b) (i) Part-time employees shall earn vacation on a pro-rata basis in accordance with this formula:

$$\frac{\text{Total Hours Paid}}{\text{Full Time Hours}} \times \text{Entitlement of a Full Time Employee}$$

Actual vacation entitlement will be based on years of service.

- (ii) Part-time employees shall receive their entitled vacation over

a period of time equivalent to the vacation period of a full-time employee.

- (iii) Part-time employees' vacation will be paid at the employee's current rate of pay. Evening and night premiums shall be paid in accordance with Article 30.01.
- (iv) For part-time employees who work additional available shifts or hours, vacation pay shall accrue on the additional shifts or hours worked. This vacation pay may be paid out in its entirety, or a portion thereof, at the employee's written request to their Supervisor/Manager. In any event, this vacation pay must be paid out by March 31 of each vacation year.

Additional vacation time off does not accrue on additional available shifts or hours worked.

- (c) Casual employees shall receive an annual amount of vacation pay, to be paid during the month of May, based on the percentage amount identified in 27.01(b) above.
- (d) Any full-time or part-time employee whose anniversary falls after April 30th, shall receive a pro-rated portion of the additional entitlement in the year of the fourth, eleventh, and twenty-first anniversary of employment.

27.02 In recognition of length of service, each full time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and not cumulative.

Part time employees shall be entitled to a pro-rata portion of this benefit.

27.03 Vacation pay for each week of vacation shall be at the regular rate of pay at the time of taking the vacation period.

An employee's vacation payment and entitlement shall not be affected unless an employee has been on leave of absence for four (4) months or longer.

27.04 An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to the percentage

identified in Article 27.01 (b) for the period he received no vacation with pay.

27.05 Employees who have been in the service of the Employer less than one (1) year will be granted vacation time off with pay on the basis of six per cent (6%) of their regular hours worked during the vacation year, May 1st to April 30th.

27.06 The agreed anniversary date for vacation is the first day of May in each year. The vacation period shall be from January 1st to March 31st of the following year, or a period of fifteen (15) calendar months. All vacation must be taken by March 31st of each fiscal year. Any outstanding vacation will be paid out at the end of the fiscal year, unless the Employer and the employee mutually agree to extend vacation into the next fiscal year.

An employee shall receive an unbroken period of vacation, unless mutually agreed upon by the employee and the Employer.

27.07 The Employer shall be responsible for posting the vacation entitlement list by March 1st of each year. The list shall reflect the employee's vacation entitlement as at April 30th that year.

The employees shall be responsible for their preference of vacation by April 1st. Preference for vacation shall be given to employees in descending order of seniority, subject to departmental requirements.

Vacation time is to be utilized or scheduled on day(s) that the full-time or part-time employee would otherwise be scheduled to be at work as part of her/his established EFT.

Employees who fail to indicate their choice of all or part of their vacation by April 1st shall not receive preference over those employees who have met the April 1st deadline, and shall have their vacation scheduled on a first come, first served, basis, subject to departmental requirements.

The approved vacation schedule will be posted by May 1st and shall not be changed without the mutual consent of the employee and Employer. The parties agree to act reasonably in granting their consent.

The Employer shall post a list of employee's remaining vacation hours by October 1st. The employees shall indicate their preference for vacation by October 15th. Preference for vacation shall be given to employees in descending order of seniority, subject to departmental requirements. The second vacation schedule shall be posted by October 31st.

All employees must have their vacation requests in and their final vacation scheduled by January 15th of each year. The Employer will post a prominent memo in the first week of January each year reminding employees the previous year's

vacation must all be scheduled by January 15th.

27.08 If an employee who is entitled to sick leave is hospitalized or would be unable to work if not on vacation (verified by a physician) during his vacation period, he may have the said days recorded as sick leave and have the equivalent number of days of vacation rescheduled at a future date - such date to be mutually agreed upon - and be rescheduled as soon as possible following the employee's return to work.

27.09 The payment of vacation pay will be on a twenty-six (26) regular pay period system.

ARTICLE 28 LEAVES OF ABSENCE

28.01 The time off referred to in Articles 28.02 and 28.03 would not be considered as needed during periods when an employee was not scheduled to be on duty, i.e. days off, vacations, holidays, and sick leave.

28.02 Bereavement Leave

An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, step-parent, wife, husband, child, step-child, brother, sister, mother-in-law, father-in-law, common law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancé, and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, or four (4) calendar days following the death, whichever is greater, unless extenuating circumstances necessitate an alternate time period. Bereavement leave may be extended by up to 2 additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral.

28.03 Pallbearer/Mourner Leave

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

Necessary time off up to one day at basic pay may be granted an employee to attend a funeral as a mourner.

28.04 For the purposes of the bereavement leave provision the day is defined as the number of hours actually scheduled an employee on specific shifts in question.

28.05

Other Leaves of Absence

All requests for unpaid leave of absence shall be made in writing, stating the reasons and the expected duration of the leave, and submitted to the Employer. Except in emergencies or when the Employer can accommodate a shorter notice period, the employee shall provide at least four (4) weeks advance notice. Such requests will be considered on their individual merits, but shall not be unreasonably denied. Where a full-time employee requests and is granted a partial leave of absence, the employee's status will change from full-time to part-time during the period of the leave. Prior to the granting of said leave, the employee's manager or designate shall refer the employee to the Benefits Department so that they can be advised of the benefits which may be affected during said leave.

28.06

Parenting Leave

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/he qualifies for Parenting Leave.

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

A.

Maternity Leave Plan "A"

1. Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:
 - (a) The employee must submit her written request for such leave of absence at least two (2) months before the intended date of the leave. If requested by the employee, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
 - (b) The Employer is entitled to require an employee to stop work if, in the opinion of the Employer staff doctor in consultation with her own doctor, the state of her health becomes incompatible with the requirements of her job.

B.

Maternity Leave Plan "B"

1. In order to qualify for Plan B, a pregnant employee must:
 - (a) have completed six (6) continuous months of

employment with the Employer;

- (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.

2. An applicant for Maternity Leave under Plan B must:

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

3. An employee who qualifies is entitled to a maternity leave consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 28.06 B(c).
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 28.06 B(c).
 - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- 4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.
 - (c) all other time as may be provided under Article 28.06 B.3, shall be on a leave without pay basis.
- 5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.
- 6. Plan B does not apply to temporary employees.
- 7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.
- 8. Sections 52 through 57.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.

C.

1. **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 or 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) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
 - (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 fifty-four (54) weeks inclusive of vacation as specified in 2 & 3 below.
2. Except as outlined below, any employee must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).
3. Where Parenting leave is thirty-seven (37) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. Notwithstanding Article 28.05, no carry-over of vacation is permitted. Any vacation earned up to the time of the commencement of leave in accordance with 28.06 (A), (B), or (C) will be retained and will be available to be taken in the following vacation year.
4. Subject to (5) below, Parental Leave must commence no later than the first 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.

5. 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.
6. An employee may end maternity or parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the employee wants to end the leave.

28.07 Three (3) days leave of absence with pay shall be granted to the father either at the time of the birth of a child or when the child goes home.

28.08 **Adoption Leave**

In addition to the above, three (3) paid days of leave of absence shall be granted to an employee upon adoption of a child.

28.09 **Court Leave**

An employee who is required by law to serve as a juror or subpoenaed witness in any Court of Law shall be granted leave of absence with pay for all scheduled hours, provided that the employee remits to the Employer any monies received other than for reimbursement of expenses.

An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employee's private affairs, shall receive a leave of absence without pay for the required absence.

28.10 **Return to Work**

An employee who wishes to resume his employment on the expiration of a leave of absence, in accordance with this section, shall be reinstated by the Employer in the position occupied by him at the time such leave commenced, or an equivalent position if his position no longer exists.

Any employee returning from such leave, must notify the Employer at least five (5) calendar days in advance of his intended date of return.

28.11 **Pre-Retirement Leave**

- (a) Any employee, fifty-five (55) years of age or more, with ten

(10) or more years of service with the Employer, or any employee who has completed at least ten (10) years of continuous employment with the Employer and who meets the "Magic 80" provisions of the Pension Plan, shall be granted paid pre-retirement leave upon retirement on the basis of four (4) days per year of employment. When an employee is receiving long term disability benefits, and is terminated by the Employer, or resigns his or her employment and qualifies for pre-retirement leave as indicated above, said employee will be entitled to receive said pre-retirement leave upon termination.

- (b) Calculation of pre-retirement leave entitlement for full-time, part-time and casual employees shall begin from the date of the employee's last commencing employment at the Employer.
- (c) Full-time, part-time and casual employees shall be granted paid pre-retirement leave as specified in paragraph (a) above on the following formula: four (4) days for every two thousand and fifteen (2,015) hours worked or paid.
- (d) Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary prior to the employee's chosen retirement date.
- (e) Where an employee is entitled to pre-retirement leave in accordance with the conditions listed above and the employee dies prior to receiving this benefit, it is understood that the pre-retirement leave benefit shall be paid to her/his estate.

28.12

Compassionate Care Leave

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, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of

leave began. No period of leave may be less than one (1) week's duration.

- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
 - i) a spouse or common-law partner of the employee;
 - ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - iii) a parent of the employee or a parent of the employee's spouse or common-law partner;
 - iv) 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;
 - v) a current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - vi) a current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
 - vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
 - viii) 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 relationship.
- (f) Unless otherwise mutually agreed, an employee may end her/his Compassionate Care Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to

forty-eight (48) hours notice of cancellation”.

- (g) Seniority shall be retained/accrued as per Article 15.
- (h) Subject to the provisions of 29.01, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 28.02.

28.13

Citizenship Leave

Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen. The employee shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

ARTICLE 29 INCOME PROTECTION, MEDICAL & DENTAL APPOINTMENTS, WCB & MPI

29.01

Income Protection

Each employee shall accumulate income protection at the rate of one and one-quarter (1 1/4) days per month of service. For the purpose of this Article, a day is defined as 7 3/4 hours.

Income protection accumulation for part-time employees shall be calculated as follows:

Hours Paid at
Regular Rate of Pay X Entitlement of a Full Time Employee
Entitlement of
Full-Time Hours

This shall not apply to casual employees.

Part-time employees will not be able to utilize their income protection for additional shifts.

An employee who is absent from scheduled work due to illness or injury for which compensation is not payable by either the Workers Compensation Board or by Manitoba Public Insurance (MPI) shall be entitled to their regular basic pay to the extent that the employee has accumulated income protection credits.

29.02 An employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, child, parent or person who has the employee as the primary caregiver. A primary caregiver is defined as one who either temporarily or on a regular and reoccurring basis is the primary provider of care and assistance to the person. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

29.03 Where possible, appointments should be made on an employee's day off, or after or before working hours. However, if not practical to do so, and upon providing at least forty-eight (48) hours notice to the Employer, full-time and part-time employees shall be granted time off to a maximum of four (4) hours in any one (1) day for medical and dental examinations and/or treatments, providing such time off is charged against accumulated sick days.

29.04 Sick days as indicated above shall not accumulate to the employee's credit for the time he is on unpaid leave of absence in excess of forty-five (45) calendar days.

It is understood that the elimination period for the UFCW LTD Plan is 119 calendar days. An employee may claim income protection benefits for the period of time not to exceed this elimination period.

29.05 (a) An employee unable to report for work due to illness shall inform their supervisor, or their designate, by telephone at least one hour (1) hour before the commencement of their day shift, three (3) hours before the commencement of their evening or night shift, unless prevented from doing so by circumstances beyond the employee's control. An employee who fails, without valid reason, to give notice as specified above, will not be entitled to receive income protection benefits for the shift in question.

(b) When an employee calls in sick, the Employer agrees not to call the employee for the 24 hour period commencing from the start time of their sick shift for any available shifts (regular or overtime) unless the employee has called the Employer and declared they are available sooner.

29.06 In cases of extended illness, it is understood that the Employer, after consulting Human Resources, reserves the right to request a medical certificate as proof of the employee's fitness to return to work.

29.07

W.C.B.

- (i) An employee who becomes injured or ill in the course of performing his duties must report such injury or illness immediately to his Supervisor.

- (ii) 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 (W.C.B.). Workers Compensation payments will be paid directly to the employee by W.C.B.
- (iii) Where an employee has applied for W.C.B. benefits and where a loss of normal salary would result while awaiting a W.C.B. decision, the employee may elect to submit an application to the Employer requesting an advance subject to the following conditions.
- (iv) Advance payment(s) shall not exceed the employee's regular net salary. Regular net salary is based on the employee's basic salary as defined in Appendix A (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
- (v) The advance(s) will cover the period of time from the date of injury until the date the final W.C.B. decision is received. However, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (vi) The employee shall reimburse the Employer by assigning sufficient W.C.B. payments to be paid directly to the Employer to offset the total amount of the advance.
- (vii) In the event that the W.C.B. 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 amount of the advance shall be debited against their income protection accumulation.
- (viii) 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.
- (ix) An employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the W.C.B. payments. The supplement will be an amount up to ten percent (10%) of the W.C.B. payment. The total of the supplement and the W.C.B. payment will not exceed one hundred percent (100%) of the

employee's regular net salary.

- (x) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until 119 calendar days have elapsed since the first day of supplement, whichever is less.
- (xi) If at any time, it is decided by the Workers' Compensation Board that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Workers' Compensation Board, then such payment shall not be payable.

29.08

M.P.I.

- (A)
 - (i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she/he must advise his/her supervisor as soon as possible and she/he must submit a claim for benefits to Manitoba Public Insurance (MPI). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.
 - (ii) Subject to (a), 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:
 - (iii) Advance payment(s) shall not exceed the employee's basic salary as defined in Appendix A (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
 - (iv) 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.
 - (v) 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.
 - (vi) 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.

- (vii) 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.
- (B)
 - (i) Subject to "a", an employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the MPI payments.
 - (ii) The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Appendix A of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
 - (iii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until thirty (30) calendar days have elapsed since the first day of supplement, whichever is less.
 - (iv) If at any time it is decided by Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by Manitoba Public Insurance, then such payment shall not be payable.

ARTICLE 30 PREMIUMS AND SHIFT DIFFERENTIAL

- 30.01 (a) An employee required to work the majority of her hours on any shift between 1530 hours and 2345 hours, shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift.

The above allowance shall be applicable from 1530 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 1530 hours and the termination of the shift.
- (b) An employee required to work the majority of her hours on any shift between 2330 hours and 0730 hours, shall be paid a night shift premium of one-dollar and seventy-five cents (\$1.75) [one-dollar

and ninety cents (\$1.90) effective April 1, 2016 and two dollars and five cents (\$2.05) effective October 1, 2016] per hour for that shift. In the case of twelve (12) hour night shifts, the night premium will commence at 1930 hours.

- (c) It is understood that the above shift premiums shall be paid during periods of vacation and general holidays for employees who are scheduled for either permanent evening or permanent night shifts.

30.02 A weekend premium of one dollar and thirty-five cents (\$1.35) [one-dollar and fifty cents (\$1.50) effective April 1, 2016 and one dollar and sixty five cents (\$1.65) effective October 1, 2016] per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

ARTICLE 31 HEALTH AND SAFETY

31.01 The Employer agrees to make reasonable and proper provision for the maintenance of a high standard of safety in the workplace, including a properly heated and lighted working environment that is free of pollution. The Employer shall comply with applicable provincial and municipal health and safety legislation and regulations, and specifically the Manitoba Health and Safety Act.

31.02 Where the nature of the work or working conditions so require, employees shall be supplied, at the Employer's expense, with all necessary tools, protective clothing, safety equipment and other protective devices, which shall be maintained and replaced, where necessary, at the Employer's expense.

31.03 No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where he has reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable provincial and municipal legislation or regulations. Where, in such circumstances, the employee does not work, he shall not suffer a loss of pay.

31.04 (a) Health examinations and tests required by the Employer shall be provided at the expense of the Employer, provided that such examinations are performed by staff or a medical practitioner designated by the Employer.

(b) An employee may be examined by his own physician in accordance with Employer requirements, but at his own expense. Results of the examinations and tests as required by Employer regulations shall be furnished to the Employer by the employee.

(c) Time off at regular pay will be allowed for such examinations provided that these are conducted by Employer staff or a medical practitioner

designated by the Employer.

(d) At the request of the employee, the Employer will provide, at no cost to the employee the following immunizations as recommended by the Public Health Agency of Canada: Tetanus and diphtheria given as Td, Measles, mumps and rubella given as MMR, Influenza. An employee in a classification at risk for significant blood exposure, as determined by the Employer, will be entitled to Hepatitis B vaccination.

31.05 The present Workplace Health and Safety Committee, as required by the Manitoba Health and Safety Act, shall continue during the term of this Agreement.

The terms of reference of this Committee shall be as mutually agreed to between the Employer and Union Representative.

The Union shall be entitled to have two (2) representatives selected by the Union on this Committee. Time spent by this individual in carrying out his functions as a Committee member, shall be considered as time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

ARTICLE 32 NON-DISCRIMINATION/RESPECTFUL WORKPLACE

32.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.

32.02 The parties agree that there shall be no discrimination based on:

- 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
- physical or mental disability
- place of residence
- membership or non-membership or activity in the union

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

32.03 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).

32.04 The definition of harassment shall consist of the definition contained in the Human Rights Code and shall further include the definition of harassment set out in the Respectful Workplace Policy. Employees are encouraged to review the Respectful Workplace Policy.

32.05 The Employer and the Union agree that they will not condone any form of abuse of employees in the workplace. Both parties will work together to identify, facilitate reporting of alleged abuse and resolve such problems as they arise.

Any employee who believes a situation may become or has become abusive shall report this to the immediate supervisor. The Employer shall notify the Union as soon as reasonably possible after the receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

ARTICLE 33 WORKING CONDITIONS

33.01 When there is not sufficient work to keep an employee occupied in his department or ward during normal hours of work, such employee may be employed at other work.

ARTICLE 34 TECHNOLOGICAL CHANGE

34.01 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 negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.

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

34.02 **Transfer Arrangements**

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

34.03 **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 35 UNIFORMS & SAFETY SHOES

35.01 The Employer shall provide and properly launder, maintain and replace, as necessary, uniforms for all employees required to wear uniforms. Employees shall be liable for seventy-five (75%) per cent of the cost price of a uniform or part of a uniform which they have abused or lost. The loss of a uniform by theft shall not be considered the employee's responsibility unless the employee's negligence was partly responsible for the theft.

The Employer agrees to provide proper maternity uniforms to those employees who require same.

35.02 The Employer shall also provide other required apparel, including up to a maximum of two hundred dollars (\$200.00) every two (2) years for C.S.A. approved safety shoes. This amount will be payable upon proof of purchase.

Replacement of safety shoes damaged as a result of work related activities will be the responsibility of the Employer, up to a maximum of two hundred dollars (\$200.00).

ARTICLE 36 **TERMINATION NOTICE**

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

36.02 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 an employee without recourse to the grievance procedure, or
- (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

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

ARTICLE 37 **HOURLY RATES OF PAY - WAGES**

37.01 Hourly rates of pay, wages and compensation for all employees covered in the bargaining unit, shall be as listed in Appendix "A" of this Agreement.

ARTICLE 38 **DIRECT DEPOSIT / ERROR ON EMPLOYEE'S PAY**

38.01 Should an error be made in an employee's pay which results in a loss of 7.75 hours or more of regular pay, the Employer agrees to issue a manual cheque within two (2) working days of becoming aware of the error. If the error results in a loss of less than 7.75 hours of regular pay, the correction will be made on the next scheduled pay day. This shall not apply to casual employees who neglect to complete the shift verification sheet.

Employees will be paid by direct deposit every second Friday at a financial institute of the employee's choice.

38.02 The Employer will follow current practice of issuing pay stubs and providing direct deposit to employees as it currently provides.

ARTICLE 39 **OVERPAYMENTS**

39.01 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 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 40 APPENDICES AND LETTERS OF UNDERSTANDING

40.01 It is understood and agreed by the Employer and the Union that all Appendices and Letters of Understanding, as attached to this Agreement, form an integral part of this Collective Agreement and, except where specifically noted otherwise, would be subject to the grievance and arbitration provisions of the Collective Agreement.

ARTICLE 41 DURATION OF THE AGREEMENT

41.01 This Collective Agreement shall be in full force and effect from the 1st day of April, 2012, up to and including the 31st day of March, 2017. Either party to this collective agreement desiring to terminate this collective agreement or renegotiate a new agreement, shall give notice to the other party in writing not less than thirty (30) days or more than ninety (90) days prior to the expiration of this agreement. If no notice is given, the collective agreement shall be renewed without change for the further period of one (1) year.

On the expiry date of this Agreement, as indicated above, if negotiations have not been completed, the Employer and the Union agree that this Agreement will be extended automatically until:

- (1) an Agreement is reached between the parties hereto;

(2) a strike is declared by the Union by giving the Employer fourteen (14) calendar days' notice in writing of its intention to declare a strike, or

(3) a lock-out is declared by the Employer by giving the Union fourteen (14) calendar days' notice in writing of its intention to declare a lock-out.

41.02 When the required notice for termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS 23RD DAY OF SEPTEMBER, 2014.

FOR THE UNION:

Aline Audette

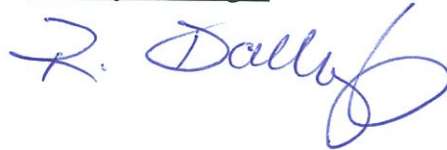


Nancy Quiring



FOR THE EMPLOYER:

Randy Dallinger



APPENDIX "A" - WAGES

Diagnostic Services of Manitoba And United Food & Commercial Workers Local 1869

Appendix 'A' - Effective: April 1, 2012

General Increase 0%

Classification	Hours per Annum		Start	1 Year	2 Years	3 Years	4 Years	5 Years
Lab Aide I	2015	Hourly	14.654	15.093	15.546	16.012	16.493	16.988
Clerk Typist III	2015	Hourly	15.550	16.016	16.497	16.992	17.502	18.027
Medical Transcriptionist	2015	Hourly	17.339	17.860	18.395	18.947	19.516	20.101
Secretary	2015	Hourly	17.470	17.994	18.534	19.090	19.663	20.253

Appendix 'A' - Effective: April 1, 2013

General Increase 0%

Classification	Hours per Annum		Start	1 Year	2 Years	3 Years	4 Years	5 Years
Lab Aide I	2015	Hourly	14.654	15.093	15.546	16.012	16.493	16.988
Clerk Typist III	2015	Hourly	15.550	16.016	16.497	16.992	17.502	18.027
Medical Transcriptionist	2015	Hourly	17.339	17.860	18.395	18.947	19.516	20.101
Secretary	2015	Hourly	17.470	17.994	18.534	19.090	19.663	20.253

Appendix 'A' - Effective: April 1, 2014

General Increase 2.5%

Classification	Hours per Annum		Start	1 Year	2 Years	3 Years	4 Years	5 Years
Lab Aide I	2015	Hourly	15.020	15.470	15.935	16.412	16.905	17.413
Clerk Typist III	2015	Hourly	15.939	16.416	16.909	17.417	17.940	18.478
Medical Transcriptionist	2015	Hourly	17.772	18.307	18.855	19.421	20.004	20.604
Secretary	2015	Hourly	17.907	18.444	18.997	19.567	20.155	20.759

Appendix 'A' - Effective: October 1, 2014

Addition of 20 Year Scale

Classification	Hours per Annum		Start	1 Year	2 Years	3 Years	4 Years	5 Years	Year 20
Lab Aide I	2015	Hourly	15.020	15.470	15.935	16.412	16.905	17.413	17.761
Clerk Typist III	2015	Hourly	15.939	16.416	16.909	17.417	17.940	18.478	18.847
Medical Transcriptionist	2015	Hourly	17.772	18.307	18.855	19.421	20.004	20.604	21.016
Secretary	2015	Hourly	17.907	18.444	18.997	19.567	20.155	20.759	21.175

Appendix 'A' - Effective: April 1, 2015

General Increase 2.5%

Classification	Hours per Annum		Start	1 Year	2 Years	3 Years	4 Years	5 Years	Year 20
Lab Aide I	2015	Hourly	15.396	15.857	16.333	16.823	17.328	17.848	18.205
Clerk Typist III	2015	Hourly	16.337	16.827	17.332	17.852	18.388	18.940	19.318
Medical Transcriptionist	2015	Hourly	18.217	18.764	19.326	19.906	20.504	21.119	21.541
Secretary	2015	Hourly	18.354	18.905	19.472	20.056	20.658	21.278	21.704

Appendix 'A' - Effective: April 1, 2016

General Increase 2%

Classification	Hours per Annum		Start	1 Year	2 Years	3 Years	4 Years	5 Years	Year 20
Lab Aide I	2015	Hourly	15.704	16.174	16.660	17.159	17.675	18.205	18.569
Clerk Typist III	2015	Hourly	16.664	17.163	17.679	18.209	18.756	19.318	19.705
Medical Transcriptionist	2015	Hourly	18.581	19.139	19.713	20.304	20.914	21.541	21.972
Secretary	2015	Hourly	18.722	19.283	19.862	20.458	21.072	21.704	22.138

A-2 Long Service Step

Effective October 1, 2014, a Long Service Step equivalent to two percent (2%) shall be added to Schedule A. Employees shall be eligible for the Long Service Step identified in Schedule A upon completion of the following:

- (i) Twenty (20) or more years of continuous service; and
- (ii) The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.

Employees who do not meet the above criteria on October 1, 2014 shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined above.

Continuous service shall be calculated based on continuous calendar years of service in any position (Full-time, Part-time, or Casual).

A-3 Part-time and Casual Acceleration To Top Rate

Part-time employees and casual employees shall receive the same hourly increase as full-time employees if they have not reached top rate. Fifteen hundred (1500) hours paid shall equal twelve (12) calendar months in the wage schedule.

A-4 Possibility of Local 1869 Members Receiving Employment Insurance Rebate

DSM and United Food and Commercial Workers Local 1869 agree that if the bargaining unit covering support staff at DSM - St. Boniface site become eligible for any reduced employment insurance premium, then such monies will be submitted to a "Hardship Fund". This Hardship Fund will be for the purposes of providing monetary relief to Local 1869 members in times of economic crisis (waiting for LTD, WCB or cut off other benefits, etc.). This Fund shall be overseen by the trustees who have been appointed to the Education and Training Trust Fund. If Human Resources Development Canada (HRDC) disallows the use of the reduced employment insurance premium (if any) to be applied to this Hardship Fund then such monies will be applied to the Education and Training Trust Fund, if acceptable to HRDC.

A-5 Awarding of Position in Higher Pay Grade

- (a) When an employee is awarded a job in a position in a higher pay grade her placement on the new pay grade will be at the rate of her new classification which provides the equivalent of one (1) increment step in relation to the wage rate in her new classification. For the purposes of

calculation, this increment shall be at least equal in monetary value to the difference between the start rate and the one year rate. He shall be due for an increase twelve (12) months immediately following his date of transfer [fifteen hundred (1500) hours for part-time and casual employees.]

(b) **Employees Changing Status (Full-time / Part-time / Casual)**

Employees who alter their status (ie: full-time, part-time and casual), but maintain their same classification, shall receive their next salary increment fifteen hundred (1500) hours from the date the employee assumed the initial position within that specific classification.

(c) **Employee Awarded a Position in Lower Pay Grade**

An employee awarded a position in a classification of a lower pay grade shall receive the salary rate which is the same increment as the job he/she is leaving (for example if an employee is at the 2-year rate as a Housekeeping Porter and takes a job as a Messenger, he/she will start at the 2-year rate of the Messenger position).

APPENDIX "B" - BENEFITS

B-1 EXTENDED HEALTH CARE PLAN / HEALTH SPENDING ACCOUNT

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

1. Extended Health Care Plan

- All employees who are enrolled or become enrolled in accordance with the options set out below, will be in the HEB "Enhanced" Extended Health Care Plan.
- "Enhanced" Plan premiums will be paid 50% by the Employer and 50% by the Employee.
- All employees, as a condition of employment, will be required to participate in the "Enhanced" Plan subject to plan text enrollment requirements unless they are eligible to waive participation in accordance with the plan text.
- Any other enrollment changes will be as per the HEB Plan text.

2. Health Spending Account

A Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available as a top-up to the existing benefits

provided in the HEB "Enhanced" Extended Health Benefit Plan and the HEB Dental Plan. Employees are required to make application for reimbursement from their HSA.

The current annual HSA benefit amounts shall be:

- \$500 for full-time employees*
- \$250 for part-time employees

* For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if they have been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.

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

B-2

DENTAL PLAN

The parties to this Collective Agreement agree that the Healthcare Employees Benefits Plan will continue to be provided to the employees, on a fifty/fifty (50/50) cost shared basis.

B-3

JOINTLY TRUSTEED PENSION PLAN

(i) The parties agree to participate in the Health Care Employees' Pension Plan – Manitoba (HEPP) in accordance with its terms and conditions including an established contributions rate as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.

(ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.

(iii) The contribution rate may only be amended by the process outlined in the Pension Plan text.

B-4

HEALTHCARE EMPLOYEES BENEFITS PLAN (HEB)
-DISABILITY AND REHABILITATION

The HEB Disability and Rehabilitation Plan shall continue to be implemented for all eligible employees. The Employer will contribute to a maximum of 2.3% of base salary to fund the HEB Disability and Rehabilitation Plan.

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

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

APPENDIX "C" - MISCELLANEOUS

C-1 The Employer agrees to pay fifty per cent (50%) of the cost of the printing of a booklet containing the attached Collective Agreement, providing the Employer receives an adequate number for their staff.

C-2 Negotiations shall be conducted in a neutral location and the cost of the said premises shall be shared equally between the Employer and the Union.

APPENDIX "D"

EXHIBIT "D"



UNITED FOOD & COMMERCIAL WORKERS CANADA UNION – LOCAL 1869 MEMBERSHIP APPLICATION

_____	_____	_____	_____	m____d____y____
Last Name	First Name	Initial	Sex	Date of Birth
_____	_____	_____	_____	
Address	City	Province	Postal Code	
_____	_____	m____d____y____	_____	_____
Home Phone	Employee Number	Date of Hire	Full Time	Part-time

Department				

I hereby make application for membership in the United Food & Commercial Workers International Union and Local 1869 and affirm that the above statements are true and I agree that all monies paid by me shall be forfeited and my membership declared void if they are not true. I authorize the United Food & Commercial Workers International Union and Local 1869 to represent me for the purposes of collective bargaining and handling of grievances.

Applicant Signature

LETTERS OF UNDERSTANDING

Between:

DIAGNOSTIC SERVICES of MANITOBA, a corporation incorporated under the laws of the Province of Manitoba, hereinafter referred to as the "Employer"

and:

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL No. 1869, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union"

LETTER OF UNDERSTANDING #1

Full-Time/Part-Time Ratio

The Employer agrees to maintain the full-time/part-time ratio of 48.55 full-time and 51.45% part-time, and will ensure that this full-time percentage is maintained or exceeded through the duration of this Agreement. The Union and the Employer agree to meet on a quarterly basis to review the percentage, and may, by mutual agreement only, amend this ratio.

The Full Time/Part Time ratio shall remain in place and shall be maintained throughout the term of this Collective Agreement. If however, when specific concern, request, proposal etc. is discussed with the Union regarding a possible need for increasing part time employees which may affect the ratio, but will not reduce the total number of full time members, the Union will meet in a cooperative fashion with the Employer and deal with such requests reasonably. In such cases the full time/part time ratio will be amended either temporarily or permanently depending on the specific request.

LETTER OF UNDERSTANDING #2

"Maintenance of Wage Standardization"

WHEREAS Healthcare Employers represented by the Labour Relations Secretariat and

Health Care Unions (hereinafter “the parties”) have negotiated provisions to work toward the attainment of wage standardization in the facility support sector for classifications performing the same duties;

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

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

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

LETTER OF UNDERSTANDING #3

Staff Mobility Within the WRHA System

The implementation of this Memorandum will occur on the date the respective local Union ratifies it with its members. Any local that has not ratified, or votes to reject the Memorandum, will not be subject to the terms and conditions contained herein. In the interim period, the parties agree to approach individual situations as they occur in keeping with the principles contained herein in an effort to reach voluntary agreements.

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

AND WHEREAS the parties recognize that it is in the best interest of patient care to retain the knowledge and expertise of health care providers within the programs;

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

NOW THEREFORE the parties agree as follows:

1. This Memorandum is attached to and forms part of the respective Collective Agreements between the undersigned parties.
2. The parties agree to work towards a systemic labour adjustment plan utilizing a regional attrition model where reasonable, and utilizing any other programs as agreed to by the parties, (e.g. VSIPs, ERIPs, Training, EAP, etc.)

3. In the event that this Memorandum conflicts with the terms of any existing Collective Agreement between the parties, the terms of this Memorandum shall prevail over the terms of the Collective Agreement (unless otherwise specified).

4. (a) In the event of a transfer/closure/consolidation/merger of one or more of the programs and/or facilities, the affected employer(s) will notify the affected union(s), where possible*, at least ninety (90) days prior to the implementation date unless otherwise provided for in the applicable Collective Agreement. The employer(s) will determine the estimated number and types of positions available, and update such data as the reconfiguration/implementation plans are defined.

*lesser notice may be given only in exceptional circumstances.

(b) The employer(s) and union(s) shall meet within thirty (30) days of notice provided for in 4 (a) to discuss issues arising out of the transfer of employees.

(c) The employer(s) shall prepare and provide the following data relative to the transfer/closure/consolidation/merger to the union(s):

- positions and incumbents affected at the sending facility.
- number of vacancies and new positions created at the receiving facility
- up to date seniority lists
- pertinent classification information
- relevant time frames

5 Staff Mobility

A. Transfers with Programs

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

Qualified employees within the transferring program will be given the opportunity to move with the program. Where excess numbers of staff wish to move, staff will be selected based on mobility seniority. Where an insufficient number of staff by classification volunteer to move, and if there are deletions or layoffs at the sending facility(s) associated with the transferred program, the sending facility(s) shall fill the remaining positions in the program by utilizing the job posting/recall procedures in the applicable Collective Agreement(s) which shall only be available to staff of the sending facility(s) that hold a permanent position.

If vacancies continue to exist after the job competition, the

employer(s) reserves the right to transfer employees from the sending facility to fill the vacancies commencing with the most junior qualified employee.

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

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

Should a Program Transfer occur to an employer not party to this Memorandum, the affected employer and union parties agree to encourage the receiving employer to incorporate the principles set out in this Memorandum into the transfer process.

B. Temporary Transfer of Employees

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

by the terms of the sending facility's Collective Agreement.

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

C. Voluntary Transfers to Vacancies

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

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

If the selected employee is: a current employee of one of the employer parties to this Memorandum; an employee within a different bargaining unit of the same employer; or, was an employee of one of the employer parties to this Memorandum within the six (6) week period prior to commencement date at the receiving facility, that employee will be entitled to transfer all seniority, service and other benefits as set out in the Letter of Understanding on Redeployment Principles and will be treated in all respects as if they had always been an employee of the receiving facility. In addition, hours worked since the last increment shall be credited towards the next increment level.

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

6. Seniority

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

“Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer”.
- C. Transferring employees will be treated in all respects as though they had always been employed at the receiving facility.
- D. To ensure the accuracy of the calculation of the mobility seniority, the employer(s) will provide sufficient information to verify an accurate calculation has been made. The Mobility Transfer Benefits Form shall be provided in its entirety to the receiving union effective the signing of this Memorandum.
- E. Any employee who:
 - (i) has utilized a redeployment number in the past to obtain a position but was not permitted to transfer seniority credits at the receiving facility, or
 - (ii) has voluntarily transferred to another facility between 01 January 1998 and the effective date of this Memorandum,shall be entitled to an adjustment of seniority which will reflect cumulative seniority earned both at the sending and receiving facilities. Processes contingent on seniority implemented prior to date of signing will not be adjusted retroactively, (e.g. bumping, vacation preference).

Accommodation

If an Employer has exhausted efforts to accommodate an employee into a position within the employee's bargaining unit, the affected parties to this Memorandum agree to work cooperatively to seek accommodation opportunities for that employee outside of the employee's bargaining unit in the following order:

- opportunities with the same employer, same operating division
- opportunities with the same employer, all operating divisions with the same union
- opportunities with the same employer, all operating divisions, all positions
- opportunities with other employer parties to this Memorandum with the same

union

- opportunities with other employer parties to this Memorandum, all positions

If an employee is ultimately accommodated into a position within another bargaining unit represented by a union party to this Memorandum, the provisions of Voluntary Transfer shall apply.

7. Staff Mobility Dispute Resolution Mechanism

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

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

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

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

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

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

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

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

Participating Unions

Canadian Union of Public Employees (specify all locals ratified)

International Union of Operating Engineers (specify all locals ratified)

Public Service Alliance of Canada (specify all locals ratified)

United Food & Commercial Workers, 1869 (specify all locals ratified)

Participating Employers

Concordia Hospital
Misericordia Health Centre
Riverview Health Centre
Seven Oaks General Hospital
St. Boniface General Hospital
Victoria General Hospital
Winnipeg Regional Health Authority (representing the Health Sciences Centre, Deer Lodge Centre, Grace Hospital, Community, Pan Am Clinic, Pharmacy, Laundry, Breast Health, and all other current and future operating divisions of the Winnipeg Regional Health Authority)

LETTER OF UNDERSTANDING #4

Representational Aboriginal Workforce

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

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

LETTER OF UNDERSTANDING #5

Pension or Benefit Plan Improvements

During the term of the 2012 to 2017 collective agreement, should another healthcare union receive enhanced pension or benefit plan improvements, the facility support

unions will also receive the same enhancements at the same time.

LETTER OF UNDERSTANDING #6

Provincial Facility Support Sector Advisory Committee

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

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

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

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

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

The Provincial Facility Support Sector Advisory Committee will be in existence for the duration of the collective agreement and will be extended if agreed to between the parties.

LETTER OF UNDERSTANDING #7

Meal Allowance Improvements

During the term of the 2012 to 2017 Collective Agreement, should another healthcare union receive enhanced meal allowance improvements, UFCW Local 1869 support services workers will also receive the same enhancements at the same time.

U.F.C.W. PRE-BOOKING PROTOCOL

The following protocol will be the procedure used by departments for pre-booking of shifts as per Article 23.05 of the United Food & Commercial Workers, Local 1869, Collective Agreement:

1. Part-time and casual staff shall pre-book in one (1) department only. Employees working in more than one department shall notify each department, in writing, identifying which department they wish to pre-book in. If the employee later decides to change the department they wish to pre-book in, to the alternate department, they will again notify both departments in writing, providing two weeks notice.
2. All part-time and casual staff wishing to make themselves available for pre-booked shifts will be responsible to fill out the pre-booking sheet in the department by 1600 hours on every second Monday for the following two week period.
3. Only employees who have identified their availability by completing the pre-booking sheet will be considered for pre-booked shifts.
4. Employees indicating their availability will be assigned available shifts in order of seniority.
5. The pre-booked shifts will be posted in each department no later than 1600 hours on the Wednesday prior to the commencement of the two week schedule. Employees assigned a pre-booked shift are responsible to work the assigned shift in accordance with Article 23.05.
6. It is the responsibility of each employee to verify any and all pre-booked shifts by Thursday at 1600 hours.
7. Any shifts that come available after the Wednesday 1600 hours posting will be offered as call-ins in seniority order in accordance with Article 23.04. Employees will indicate their availability to receive call-ins by completing the pre-booking sheet. Part-time employees may choose to accept or refuse any call-ins. Casual employees may choose to accept or refuse call-ins in accordance with Article 15.05.

BUMPING PROCEDURES

The following are guidelines and do not form part of the Collective Agreement.

- (1) The Union and a Employer representative will attend the meeting with the employee making a bumping selection.
- (2) All available bumping options will be identified via the computerized bumping system. Employees may only bump into positions for which they are qualified.
- (3) Rotations and contact names and phone numbers (managers/supervisors) will be made available to the employees. Job descriptions are available in the bumping office. It is the employee's responsibility to ensure that there is no conflict or overlap in rotations in the event that he occupies two positions.
- (4) The employee is provided with a printed list of his/her selections. A selection must be made from this final list.
- (5) The employee has 24 hours to make his decision and notify the Employer representative of his choice.
- (6) If an employee who has bumped accepts a permanent position that takes effect before the effective date of the bump, the bump is cancelled for that person and any subsequently bumped employees. The employee should contact the Employer representative immediately at 235-3227 should this occur.
- (7) The 90 day cause does not apply within the bumping process because there is no position for the bumped employee to move back to.
- (8) Red circling shall be in accordance with Article 18.11 of the Collective Agreement.
- (9) When the bumping employee is moving into a new department, s/he needs to discuss pre-booked vacation with the new manager. Whenever possible the pre-booked vacation will be honored.
- (10) The employee who has bumped is asked to contact his/her new manager/supervisor within one week of choosing his/her position.
- (11) A letter will be sent to the employee and the Union confirming the employee's bumping choice and the effective date of the bump.

Further questions may be directed to the Recruitment and Staffing Office @204-235-3227 or your UFCW Representative @204-943-1869.