

EXPIRY DATE: MARCH 31, 2017

AGREEMENT BETWEEN:

**WRHA LAUNDRY OPERATIONS
WINNIPEG SITE**, 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 WRHA Laundry Operations Winnipeg Site.

ARTICLE 2 BARGAINING UNIT

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the WRHA Laundry Operations Winnipeg site involved in what is generically called support services.

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 a change by an employee from one position to a different position in 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, related experience or certificate as determined by the Employer after review and consultation with the Union, 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 "D" 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 or rehired 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 checkoff 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 and phone number in alphabetical order on January 1, April 1, July 1 and October 1 of each year;
- (b) job postings, job awards, promotions, demotions and transfers on a timely basis;
- (c) The name of all internal 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 18;
- (f) information relating to salaries and benefits as related to individual members of the bargaining unit as requested;
- (g) list of employees in seniority order which includes the employee number, name, status (full-time, part-time or casual), labour class code, classification, date of hire, 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 Upon receiving a written request from an employee or a written authorization from a union representative on behalf of 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, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against him, and his reply to any such document shall also be placed in his employee file. Upon written request, the employee shall also receive an exact copy of such document.

7.03 The Employer shall provide a bulletin board at the current location with clear, locking doors for the use of the Union to post notices of meetings, names of shop Stewards, etc.

7.04 The Employer agrees to provide a Union Representative or his designate, not less than thirty (30) minutes to meet with new employees in the bargaining unit to familiarize them 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 this meeting to take place within thirty (30) days of employment.

7.05 Upon reporting to and signing in at reception, the Union representative and/or Shop Steward is entitled to visit the laundry operations for the purpose of overseeing the implementation of the Collective Bargaining Agreement. The Union Representative and/or Shop Steward agree to comply with all safety requirements and any reasonable request made by the Employer in not visiting certain areas of the facility.

7.06 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 Supervisor or Manager and such permission shall not be unreasonably withheld. Time so spent shall be considered as time worked.

Where the Manager or Supervisor 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 Supervisor or Manager, in question, the Director, Laundry Services, 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.

7.07 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 four (4) employees at any one time and the Union agrees to take into consideration the Employer's operating requirements when making such requests. There shall be no more than two members booked off from any one area (soil sort, O.R., clean side) at any time unless the Employer agrees.

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 Employer 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.

7.08 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.

7.09 The Employer agrees to grant time off, with pay, to duly elected or appointed committee members for negotiating towards a Collective Agreement between the Union and the Employer. The Union agrees that no more than two (2) employees shall constitute its bargaining committee.

ARTICLE 8 MANAGEMENT'S RIGHTS

8.01 Except as otherwise specifically provided in this Agreement the management of the WRHA Laundry 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 customers/stakeholders, all employees, and their needs.

ARTICLE 9 DISCHARGE AND DISCIPLINE

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 discipline was in the form of an unpaid suspension in which case it can be relied upon and/or used if within the last twenty-four (24) calendar months or where such action resulted from 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 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 who will provide a response within ten (10) working days.

Step Two:

If the matter is not resolved at Step One, then within ten (10) working days of receiving the Employer's Step One response, the grievance shall be submitted in writing to the Director, Laundry Services or designate. The Director, Laundry Services or

designate will provide a 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, Laundry Services. If the matter remains unresolved after the reply of the Director, Laundry Services 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, recognized 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 Director, Laundry Services 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) 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 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.

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

11.05 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 Arne Pelz 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.

ARTICLE 12 NO CONTRACTING OUT, TRANSFER OF OPERATIONS

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, if it would have an adverse effect on any members of the bargaining unit.

12.02 In the case of the significant breakdown of equipment or the destruction or partial destruction of the Employer Laundry – Winnipeg site, the parties agree that employees at the Winnipeg site will be given first option to work at the Selkirk site if Management temporarily transfers work there and additional staff are required. If an insufficient number of staff volunteer to temporarily transfer, staff shall be assigned on the

basis of reverse seniority unless the time of shift is different, in which case the employee may request and may be granted an exemption from working if it causes undue hardship to the employee. If the exemption is granted, the employee would be placed on an unpaid leave of absence. The Employer will transport the employees from the Winnipeg site to the Selkirk site for this purpose. Time spent in transport will be considered paid time. It is understood that the Employer will endeavor to bring the Winnipeg site back to normal operations as quickly as possible. If employees do work at the Selkirk site or any other location not as yet identified, they will be covered by the current bargaining agent and current 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.

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. Upon verification, any errors or omissions on the seniority list referred to in 6.01 (g) will be adjusted immediately.

Seniority and service will be transferred with employees when they terminate their employment at either the Selkirk or Winnipeg site and are rehired at the other site in a casual position. The employee will then be dealt with in accordance with the applicable collective agreement as if they had always worked at that facility. Once the transfer is complete, employees are entitled to use their seniority when bidding for permanent and term part time and full time positions and be awarded as determined by their transferred seniority.

For the purpose of applying "seniority" throughout this Collective Agreement, an updated seniority list will be posted and provided to the Union office as per Article 6.01.

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 D&R, 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 D&R, for a period of more than two (2) years.

ARTICLE 16 JOB POSTINGS AND 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.

Employees shall not be eligible to apply for transfer during their probationary period except at the discretion of the Manager or in cases where the posted position is permanent and represents a promotion, or an increase in EFT.

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.

16.02 When the Employer is receiving notification that an employee is vacating a 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 board and on the WRHA website. A copy of the posting shall be sent to the Union. Employees will be required to make application online to the "Winnipeg Health Region internal career posting website". A computer will be made accessible for this purpose.

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, current unit/department, hourly rate of pay, normal starting and quitting times, EFT and qualifications. The job description shall be available on request.

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

16.03 In filling job vacancies 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 five (5) 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 five (5) 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.

Seniority will be the governing factor in determining which employee is awarded a job posting amongst those applicants who possess the minimum required qualifications.

During a ninety (90) calendar day trial period (which commences the date the employee starts the new position), the employee may be returned to their former position should employee:

- i) be found by the Employer to be unsatisfactory in the new position, or
- ii) should the employee voluntarily wish to return to their former position.

The words "former position" shall mean the position the employee was in prior to moving into the position he 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.

When said employee returns to their former position, they shall return without loss of seniority and shall be placed on the salary step based on their accumulated seniority up to the date of their return. Should an anniversary date occur during their period of employment in the new position, they will move to the higher step on the wage scale of their former position as of the date of return.

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

If no applicant meets the required qualifications, the Employer may hire employees from outside the bargaining unit.

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

16.05 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.

16.06 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.

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

16.08 No employee shall be transferred to a different position on a permanent basis 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.

16.09 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-4(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-4(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.

16.10 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, unless they have significant documented performance 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.

16.11 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 17.

ARTICLE 17 JOB SECURITY/ LAYOFFS AND RECALLS

17.01 The Employer shall endeavour to ensure that all employees covered in the bargaining unit shall retain employment with the WRHA Laundry Operations Winnipeg Site during the duration of this Agreement.

17.02 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 ninety (90) days in advance of any deletion of an occupied position(s). Such notice to include:
 - (a) identification of position;
 - (b) 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) posting of vacancies;
 - (c) transfer to other departments;
 - (d) transfer to newly created departments or newly created services;

17.03 It is clearly understood by all parties that no deletions of positions shall take place until all the above options have been thoroughly explored. In the event that all options have been thoroughly explored, and exhausted, the position shall be deleted, and the employee will be entitled to the following:

- (a) Exercise his/her seniority to bump into any classification within the scope of this agreement, whether it be a lower salary scale or a higher salary scale, provided he/she possesses the required qualifications to perform the job.

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 with a view to resolving same.

- (b) Accept layoff or;
- (c) be placed on the appropriate casual roster.

In the event there are no available vacancies for which the employee is qualified, she will be placed on the appropriate casual roster. 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 job.

17.04 In the event of a temporary layoff, an employee shall have the same rights as outlined in 17.03.

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.

17.05 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.

17.06 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.

17.07 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.

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

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

17.10 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.

17.11 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.

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

ARTICLE 18 JOB DESCRIPTIONS AND NEW CLASSIFICATIONS

18.01 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.

18.02 In the event that the Employer:

- establishes a new classification; or
- there is a change which affects the content of an existing job description or classification; or
- 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 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 existing classifications and new 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. The pay grade implemented will follow Appendix "A-4 (a)" for all new and existing classifications.

18.03 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 18.02.

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 18.02 and 18.03 can be extended by written agreement by both parties to this agreement.

ARTICLE 19 REPLACEMENT PAY AND REDEPLOYMENT

19.01 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 rated pay grade, the Employer will make every effort to assign an alternate employee to perform said duties.

19.02 An employee who is assigned, in accordance with the terms of this Agreement, to a lower paid 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 rated pay grade, the Employer will make every effort to assign an alternate employee to perform said duties.

19.03 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 part-time employee picking up an additional shift on that day;
- (c) 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.

19.04 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 20 TRANSFER OF OPERATIONS

20.01 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 21 HOURS OF WORK, LUNCH PERIODS, REST PERIODS

21.01 Normal full-time hours of work shall be seven and three-quarter (7¾) hours per day, with a total of thirty-eight and three-quarter (38¾) hours for the week, or seventy-seven and one-half (77½) hours biweekly, excluding meal periods but including rest periods.

- 21.02
- (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 (7¾) 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.

ARTICLE 22 SHIFT SCHEDULES, PRE-BOOKING and CALL-INS

22.01 Except by mutual agreement between the Union and the Employer, all

employees shall receive at least two (2) consecutive days off in each week.

22.02 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 22.04 and 22.05) have been exhausted, or at employee's mutual agreement.

22.03 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.

- 22.04
- (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) Casual employees are required to declare their availability either "bi-weekly" or as a "standing declaration". Casuals are required to inform the Employer immediately upon a change in their availability. The requirement to change availability includes not only for "standing declarations" but also "bi-weekly declarations" (example: a casual employee who declares she is available for all shifts in a 2 week period but becomes unavailable 2 days into the bi-weekly period, must call to declare the change). If a casual has declared that they are available for any or all shifts in a 2-week period and refuses 3 or more call-ins i.e. additional available shifts offered outside of the pre-booking protocol due to sick calls, etc.), she will not be eligible for pre-booking for the next bi-weekly period. Refusing a shift is defined as the

Employer making contact, either in person or over the phone, with the casual employee and she verbally turns down the shift.

- (d) Casual employees are entitled to declare they are "unavailable" for any period or periods during the year and the Employer will not be obligated to call them for shifts. A Casual employee is, however, required to work a minimum of 5 shifts in any six (6) month period. A six (6) month period is defined as January 1 through June 30 and July 1 through December 31.

22.05 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 22.04 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 the cancellation of the shift results from an employee returning to work from a leave of absence due to illness or injury.

Part-time and casual employees will be required to fill out availability forms indicating their availability for both pre-booked and casual call-in shifts.

The Pre-Booking Protocol attached to this agreement 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 16, 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.

22.06 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 compassionate 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 23 TERM POSITIONS

23.01 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 22.04 and 22.05 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 22.05.

23.02 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.

23.03 When the Employer determines that a term position exists as described above, the position shall be posted in accordance with 16.03.

23.04 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 17 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 shall return to casual status.
- (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 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.

23.05 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.

23.06 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.

23.07 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 22.04 of the Collective Agreement and if no candidate can be found, the Employer shall be free to hire from outside.

23.08 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.

23.09 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 24 OVERTIME AND PREMIUM PAY

24.01 Overtime worked shall be on a voluntary basis, offered by seniority, within the department where the overtime occurs.

24.02 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.

24.03 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.

24.04 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.

24.05 Overtime must in all cases be approved in advance by the Employer.

24.06 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.

24.07 Employees required to work overtime in excess of three (3) hours immediately following their regular shift shall receive a seven (\$7.00) dollar meal allowance

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

24.08 Employees required to use their own personal vehicle for Employer business which has been preauthorized by the Employer, shall be reimbursed in accordance with the prevailing Province of Manitoba mileage rates.

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

24.10 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 pay deposit.

ARTICLE 25 GENERAL HOLIDAYS

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

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

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

The Employer will make reasonable efforts to ensure the Laundry does not operate on general holidays. If it is necessary to operate on a general holiday (Easter Monday and Boxing Day for example) the process of determining which employees will work shall occur as follows:

- i. The Employer will advise the employees by posting a bulletin of the requirement to work the general holiday approximately 4 weeks in advance of the general holiday.
- ii. Full time and part time employees who wish to be considered to have the general holiday off will submit a request in writing to the Employer at least three weeks in advance of the general holiday.
- iii. By utilizing part time and full time employees who volunteer to work and casual staff, the Employer will try to grant all requests for the day off to full time and part time staff. If the Employer cannot find enough volunteer full time, part time and casual staff to work to permit all staff to have the general holiday off, who have requested it, the day

off will be granted on the basis of seniority.

- iv. The general holiday requests will be finalized and employees informed at least 2 weeks in advance of the general holiday.

- (b) The Employer further agrees to grant all employees scheduled to be on duty on the day before Christmas, one-half (1/2) of their regular shift off with pay. If the Employer requires additional overtime or weekend hours to be worked as a result of this half day closure, the Employer will ask for volunteers to work. If there are insufficient volunteers then employees may be scheduled using reverse order of seniority.

25.02

- (a) Full-time employees shall receive one (1) day's pay for each general holiday. An employee who works on a general holiday shall be paid for the day at the rate of time and one-half (1 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 plus an extra day's pay, or at the option of the employee, another day with pay. If the employee provides the Employer a minimum of two (2) weeks' advance notice, the employee shall determine the date of the day in lieu. If the employee requests a lieu day immediately preceding or following a general holiday, the Employer will try and grant all such requests. If there are too many requests, they will be granted on the basis of seniority.
- (b) Part-time and casual employees will be paid 4.62% of their basic pay in lieu of time off with pay on general holidays. Such general holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 24) and shall be included in each regular pay check.

A part-time employee shall not be obligated to pick up an extra shift by virtue of being scheduled off on a general holiday nor is the Employer required to schedule an alternative day in lieu. A part-time or casual employee who works on a general holiday shall receive one and one-half (1 & 1/2) times his regular rate of pay for all hours worked.

25.03 If any of the above general 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.

25.04 When a general holiday occurs during the period of a vacation, by mutual agreement between the Employer and the full-time employee, the employee will be given a day off immediately preceding or following the vacation period.

25.05 When a 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 general holiday, with paid income protection to resume following the general holiday.

If a general holiday falls during the period that a part-time employee is away on a leave of absence with pay due to sickness, he will not receive sick pay or general holiday pay for that general holiday as he will have already received 4.62% of his regular earnings on each pay in lieu of payment for that general holiday.

25.06 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 26 VACATIONS AND VACATION PAY

26.01 (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 29.01.

(iv) With respect to part-time employees who work additional available shifts or hours, vacation pay shall accrue on the shifts or hours worked. This vacation pay may be paid out at the employee's written request to their Supervisor/Manager but must be paid out by April 30 of each vacation year. Additional vacation time off does not accrue on additional

available shifts or hours worked.

- (c) Casual employees shall receive vacation pay bi-weekly at the percentage rate of 6% of the regular hours worked in a bi-weekly pay period.
- (d) 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 are not cumulative.

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

- (e) 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.
- (f) For the purposes of this Article, "years of employment" for staff employed as of the date of ratification shall include years of service calculated from the date staff started at the Health Sciences Centre, St. Boniface General Hospital, or Selkirk Laundry as long as there has been no break in service greater than six (6) weeks regardless of their status (F.T., P.T., Casual). For staff employed after date of ratification, "years of service" shall be the years of service calculated from the date the staff commenced employment with WRHA Winnipeg Laundry except as otherwise determined pursuant to Article 15.01 or the Memorandum of Understanding – "Staff Mobility Within the WRHA System".

These new calculations will commence and vacation accrued to be taken in the 2008 vacation year or carried over to the 2009 vacation year if mutually agreed.

26.02 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.

26.03 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 26.01 (b) for the period he received no vacation with pay.

26.04 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.

26.05 The agreed anniversary date for vacation is the first day of May in each year. The vacation period shall be from February 1st to April 30th 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.

26.06 The Employer will post vacation entitlement lists not later than March 1st of each year and allow employees to express their preference as to dates until April 1st. An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

 The Employer will post an approved vacation schedule a minimum of one (1) week prior to the commencement of the vacation year. The Employer will give due consideration to employee preference in descending order of seniority subject to departmental requirements and also consider individual circumstances. Such vacation once granted, shall not be changed unless mutually agreed upon by the employee and the Employer.

 The Employer shall post a list of employees' remaining vacation hours by November 1st. The employees shall indicate their preference for remaining vacation by November 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 November 30.

 All employees must use their current vacation by April 30th. If the current vacation has not been requested by the employee and scheduled by November 30, then the Employer will meet with employees who have outstanding vacation in order of seniority to finalize. Employees have the right to hold four (4) vacation days to be taken on a first come first served basis *subject to paragraph #2 above*, after November 30th but before April 30th. Vacation may be paid out only in extenuating circumstances and at the sole discretion of the Employer.

 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.

26.07 If an employee who is entitled to income protection 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 income protection 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.

26.08 The payment of vacation pay will be on a twenty-six (26) regular pay

period system. Upon four (4) weeks' written notice, the vacation pay can be paid on the last working day preceding the vacation.

ARTICLE 27 LEAVES OF ABSENCE

27.01 The time off referred to in Articles 27.02, 27.03 would not be considered as needed during periods when an employee was not scheduled to be on duty, i.e. days off, vacations, general holidays, and income protection.

27.02 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.

27.03 Pallbearer/Mourner Leave

Necessary time off up to one day shall be granted to an employee to attend a funeral as a Pall bearer or Mourner.

For the purpose of the bereavement/mourner/pallbearer leave provisions, the day is defined as the number of hours actually scheduled an employee on a specific date or dates in question.

27.04 Other Leaves of Absence

Part time and full time employees shall be entitled to a leave of absence without pay, and without loss of seniority in accordance with Article 15, when he requests it for good and sufficient reasons.

27.05 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 HRSDC 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 27.05 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 27.05 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 27.05 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 (c) 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. No carry-over of vacation is permitted. Any vacation earned up to the time of the commencement of leave in accordance with 27.05 (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.

27.06 Birth Of A Child

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

27.07 Adoption Leave

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

27.08 Jury Duty

A part time and full time 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 part time and full time 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 employees' private affairs shall receive a leave of absence without pay for the required absence.

27.09 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.

Pre-Retirement Leave

- (a) Any part time and full time 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 a part time and full time 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 and part-time employees shall begin from the date of the employee's last commencing employment at the Employer.
- (c) Full-time and part-time 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 part time and full time 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.

27.11 Family Illness Leave: Full-time and part-time employees are entitled to a family illness leave as per Article 28.01(b).

27.12 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 28.01, 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 27.02.

27.13

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 28 INCOME PROTECTION

28.01

- (a) 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		Entitlement of
<u>Regular rate of Pay</u>	X	Full-time
Full-Time Hours		Employees

This shall not apply to casual employees.

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

- (b) An employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who 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.
- (c) In the case of medical, dental or chiropractic examinations or treatment, the employee shall be allowed time off with pay of up to four (4) hours to attend such appointments to the extent that she has accumulated income protection credits and to the extent that it is not possible to schedule such appointments on the employee's day off or after or before working hours.

For pre-scheduled medical, dental or chiropractic exam or treatment or elective surgery, the employee will provide seven (7) days notice to the Employer except in cases of emergency or

where the employee has received less than seven (7) days notice in which case the employee will give the Employer as much notice as reasonably possible.

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

28.03 It is understood that the elimination period for the Disability and Rehabilitation plan is 119 days. The parties agree that income protection will be used to offset the elimination period. An employee may claim income protection for a period of time not to exceed the elimination period.

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

- Prior to day shift 1 hour notice
- Prior to evening shift 2 hours' notice
- Prior to night shift 2 hours' notice

Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.

- (b) An employee returning to work following an absence of one (1) week or more shall provide a minimum of 48 hours notice prior to returning to work unless the Employer is agreeable to a shorter notice period.
- (c) Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (d) An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- (e) The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard

to any claim for income protection. The Employer will not require a certificate for absences of less than three consecutive days except in cases where the pattern of absence would cause the Employer to suspect abuse. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.

- (f) Upon written request, the Employer shall provide the employee, in writing, of the amount of her accrued income protection within three (3) days of the request.
- (g) Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

ARTICLE 29 PREMIUMS AND SHIFT DIFFERENTIAL

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

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

- (b) An employee required to work the majority of her hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of one-dollar and seventy-five cents (\$1.75) [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.

29.02 Weekend Premium

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 30 HEALTH AND SAFETY

30.01 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.

30.02 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.

30.03 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.

- 30.04
- (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) The Employer will provide, at not cost to the employee vaccinations and immunizations etc. as may be reasonably required in order to ensure protection against possible workplace disease, infection or other hazards.

30.05 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.

30.06 W.C.B.: An employee who becomes injured or ill in the course of performing his duties must report such injury or illness immediately to his Supervisor.

An employee unable to work because of a work related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board

(W.C.B.). Workers Compensation payments will be paid directly to the employee by W.C.B.

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.

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.

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.

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.

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.

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.

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.

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.

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.

30.07

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 the 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 the Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Manitoba Public Insurance, then such payment shall not be payable.

ARTICLE 31 NON-DISCRIMINATION

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

31.02 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.

31.03 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).

31.04 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 as may be amended by the Employer in consultation with the Union from time to time. Employees are encouraged to review the Respectful Workplace Policy.

ARTICLE 32 TRAINING AND EDUCATIONAL LEAVE

32.01 The Employer agrees to maintain the current system of on-the-job training in areas as determined by the Employer.

When the Employer deems it necessary to train part-time or casual

employees to perform duties that may allow them to be available for additional work in the department, the training will be with pay and will be offered in descending order of seniority to the qualified employees in the classification to be trained.

32.02 The Employer shall assist employees who attend training programs at approved institutions off the premises outside their working hours where such training relates to jobs within the bargaining unit. Such assistance shall be restricted to financial resources and shall include tuition fees, and may include other incidental expenses.

Attendance at such training programs shall be without pay unless the Employer specifically requires the employee to attend.

32.03 The Employer agrees to meet with the Union for the purpose of determining the conditions required in order for employees to qualify for and receive educational leave.

32.04 An employee required by the Employer to attend classes of instruction or meetings outside his regular hours shall be paid in accordance with this Collective Bargaining Agreement.

ARTICLE 33 WORKING CONDITIONS

33.01 In case of emergency, an employee may be called on temporarily to perform work not normally required of his job.

33.02 When there is not sufficient work to keep an employee occupied in his department 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

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) for C.S.A. approved safety shoes every two years. This amount will be payable upon proof of purchase up to the amount paid. An employee who is determined to require such footwear may make multiple purchases each two year period but not adding up to more than \$200.00. This amount shall not be payable until successful completion of the probationary period for new employees.

Replacement of damaged safety shoes as a result of work occurring at the workplace will be the full responsibility of the Employer. An employee's request to get new safety shoes shall not be unreasonably denied.

ARTICLE 36 LABOUR/MANAGEMENT COMMITTEES

36.01 A Labour/Management Committee shall meet at the call of either party,

at least quarterly and not more frequently than once a month.

The purpose of these Committees will be to:

(1) review heavy workload forms submitted by employees and make recommendations on issues related to workload and staffing.

(2) provide a forum for discussion and make recommendations on issues related to changes that are being contemplated by the Employer which may affect Union members within the Laundry;

(3) discuss any other matters of mutual concern.

The Committees shall have the power to make recommendations to the Union and to the Employer. Such Committees shall be comprised of equal number of members of the Union and members of Employer Management as agreed to by the parties. The Union will be entitled to a minimum of three (3) members at their discretion. Time spent by employees at Committee meetings or in carrying out functions assigned by these Committees shall be considered time worked.

The Employer and the Union shall have the right to have an additional representative sit on said Committees.

Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and the Union. As well, a copy shall be posted on the appropriate bulletin board for all employees to read.

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 and submit their casual cards as directed.

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

38.02 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:

1. 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;
2. The proposed recovery is made in as fair and reasonable a manner as possible, and;
3. 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 39 APPENDICES AND LETTERS OF UNDERSTANDING

39.01 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.

ARTICLE 40 DURATION OF THE AGREEMENT

40.01 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.

40.02 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 DAY OF , 2014.

FOR THE UNION:

FOR THE EMPLOYER:

Appendix A-1 WAGE RATES

Appendix "A" - Effective: April 1, 2012

General Increase 0%

Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
Laundry Aide I	2015	Hourly	14.479	14.913	15.361	15.822	16.296	16.785
Sewing Machine Operator	2015	Hourly	14.721	15.163	15.618	16.086	16.569	17.066
Laundry Shipper	2015	Hourly	15.007	15.456	15.920	16.398	16.890	17.397
Housekeeping Aide II	2015	Hourly	15.493	15.958	16.437	16.930	17.438	17.961
Laundry Aide II	2015	Hourly	15.550	16.016	16.497	16.992	17.502	18.027
Laundry Sorter	2015	Hourly	15.550	16.016	16.497	16.992	17.502	18.027
Tunnel Washer Operator	2015	Hourly	15.901	16.379	16.870	17.375	17.897	18.434
Washfloor Attendant	2015	Hourly	15.901	16.379	16.870	17.375	17.897	18.434
Laundry Aide IV	2015	Hourly	16.384	16.876	17.382	17.903	18.440	18.994
Laundry Aide V	2015	Hourly	17.818	18.353	18.903	19.470	20.054	20.656
Supervisor Clean Side Processing-PIO	2015	Hourly	17.818	18.353	18.903	19.470	20.054	20.656
Laundry Aide IV - PIO	2015	Hourly	19.759					

Appendix 'A' - Effective: April 1, 2013

General Increase 0%

Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
Laundry Aide I	2015	Hourly	14.479	14.913	15.361	15.822	16.296	16.785
Sewing Machine Operator	2015	Hourly	14.721	15.163	15.618	16.086	16.569	17.066
Laundry Shipper	2015	Hourly	15.007	15.456	15.920	16.398	16.890	17.397
Housekeeping Aide II	2015	Hourly	15.493	15.958	16.437	16.930	17.438	17.961
Laundry Aide II	2015	Hourly	15.550	16.016	16.497	16.992	17.502	18.027
Laundry Sorter	2015	Hourly	15.550	16.016	16.497	16.992	17.502	18.027
Tunnel Washer Operator	2015	Hourly	15.901	16.379	16.870	17.375	17.897	18.434
Washfloor Attendant	2015	Hourly	15.901	16.379	16.870	17.375	17.897	18.434
Laundry Aide IV	2015	Hourly	16.384	16.876	17.382	17.903	18.440	18.994
Laundry Aide V	2015	Hourly	17.818	18.353	18.903	19.470	20.054	20.656
Supervisor Clean Side Processing-PIO	2015	Hourly	17.818	18.353	18.903	19.470	20.054	20.656
Laundry Aide IV - PIO	2015	Hourly	19.759					

Appendix 'A' - Effective: April 1, 2014

General Increase 2.5%

Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
Laundry Aide I	2015	Hourly	14.841	15.286	15.745	16.217	16.704	17.205
Sewing Machine Operator	2015	Hourly	15.089	15.542	16.008	16.488	16.983	17.493
Laundry Shipper	2015	Hourly	15.382	15.842	16.318	16.808	17.312	17.832
Housekeeping Aide II	2015	Hourly	15.881	16.357	16.848	17.353	17.874	18.410
Laundry Aide II	2015	Hourly	15.939	16.417	16.909	17.417	17.939	18.477
Laundry Sorter	2015	Hourly	15.939	16.417	16.909	17.417	17.939	18.477
Tunnel Washer Operator	2015	Hourly	16.299	16.788	17.292	17.810	18.344	18.895
Washfloor Attendant	2015	Hourly	16.299	16.788	17.292	17.810	18.344	18.895
Laundry Aide IV	2015	Hourly	16.794	17.298	17.816	18.351	18.902	19.469
Laundry Aide V	2015	Hourly	18.264	18.812	19.376	19.957	20.556	21.172
Supervisor Clean Side Processing-PIO	2015	Hourly	18.264	18.812	19.376	19.957	20.556	21.172
Laundry Aide IV - PIO	2015	Hourly	20.253					

Appendix 'A' - Effective: October 1, 2014

Addition of 20 Year Scale

Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
Laundry Aide I	2015	Hourly	14.841	15.286	15.745	16.217	16.704	17.205	17.549
Sewing Machine Operator	2015	Hourly	15.089	15.542	16.008	16.488	16.983	17.493	17.842
Laundry Shipper	2015	Hourly	15.382	15.842	16.318	16.808	17.312	17.832	18.188
Housekeeping Aide II	2015	Hourly	15.881	16.357	16.848	17.353	17.874	18.410	18.778
Laundry Aide II	2015	Hourly	15.939	16.417	16.909	17.417	17.939	18.477	18.847
Laundry Sorter	2015	Hourly	15.939	16.417	16.909	17.417	17.939	18.477	18.847
Tunnel Washer Operator	2015	Hourly	16.299	16.788	17.292	17.810	18.344	18.895	19.273
Washfloor Attendant	2015	Hourly	16.299	16.788	17.292	17.810	18.344	18.895	19.273
Laundry Aide IV	2015	Hourly	16.794	17.298	17.816	18.351	18.902	19.469	19.858
Laundry Aide V	2015	Hourly	18.264	18.812	19.376	19.957	20.556	21.172	21.596
Supervisor Clean Side Processing-PIO	2015	Hourly	18.264	18.812	19.376	19.957	20.556	21.172	21.596
Laundry Aide IV - PIO	2015	Hourly	20.253						20.658

Appendix 'A' - Effective: April 1, 2015

General Increase 2.5%

Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
Laundry Aide I	2015	Hourly	15.212	15.668	16.139	16.623	17.121	17.635	17.988
Sewing Machine Operator	2015	Hourly	15.466	15.930	16.408	16.901	17.408	17.930	18.288
Laundry Shipper	2015	Hourly	15.766	16.239	16.726	17.228	17.745	18.278	18.643
Housekeeping Aide II	2015	Hourly	16.278	16.766	17.269	17.787	18.321	18.870	19.248
Laundry Aide II	2015	Hourly	16.337	16.827	17.332	17.852	18.388	18.939	19.318
Laundry Sorter	2015	Hourly	16.337	16.827	17.332	17.852	18.388	18.939	19.318
Tunnel Washer Operator	2015	Hourly	16.706	17.208	17.724	18.255	18.803	19.367	19.754
Washfloor Attendant	2015	Hourly	16.706	17.208	17.724	18.255	18.803	19.367	19.754
Laundry Aide IV	2015	Hourly	17.214	17.730	18.262	18.810	19.374	19.955	20.354
Laundry Aide V	2015	Hourly	18.720	19.282	19.860	20.455	21.070	21.702	22.136
Supervisor Clean Side Processing-PIO	2015	Hourly	18.720	19.282	19.860	20.455	21.070	21.702	22.136
Laundry Aide IV - PIO	2015	Hourly	20.759						21.175

Appendix 'A' - Effective: April 1, 2016

General Increase 2%

Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
Laundry Aide I	2015	Hourly	15.516	15.982	16.461	16.955	17.464	17.988	18.347
Sewing Machine Operator	2015	Hourly	15.776	16.249	16.737	17.239	17.756	18.288	18.654
Laundry Shipper	2015	Hourly	16.082	16.563	17.061	17.573	18.100	18.643	19.016
Housekeeping Aide II	2015	Hourly	16.603	17.101	17.614	18.143	18.687	19.248	19.633
Laundry Aide II	2015	Hourly	16.664	17.164	17.679	18.209	18.755	19.318	19.704
Laundry Sorter	2015	Hourly	16.664	17.164	17.679	18.209	18.755	19.318	19.704
Tunnel Washer Operator	2015	Hourly	17.040	17.552	18.078	18.620	19.179	19.754	20.149
Washfloor Attendant	2015	Hourly	17.040	17.552	18.078	18.620	19.179	19.754	20.149
Laundry Aide IV	2015	Hourly	17.558	18.085	18.627	19.186	19.762	20.354	20.761
Laundry Aide V	2015	Hourly	19.095	19.668	20.257	20.865	21.491	22.136	22.578
Supervisor Clean Side Processing-PIO	2015	Hourly	19.095	19.668	20.257	20.865	21.491	22.136	22.578
Laundry Aide IV - PIO	2015	Hourly	21.175						21.598

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. Two thousand fifteen (2015) hours paid shall equal twelve (12) calendar months in the wage schedule.

A-4 Awarding of Position in Higher Pay Grade

- (a) When an employee is awarded 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 (2015 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 Two thousand fifteen (2015) 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 Wash Floor Attendant and takes a job as a Laundry Aide I, she will start at the 2-year rate of the Laundry Aide I position).

APPENDIX B

B-1 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-2 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-3 APPENDIX "B" EXTENDED HEALTH CARE PLAN / HEALTH SPENDING ACCOUNT

Extended Health Care Plan and Health Spending Account will be provided in accordance with the terms of the HEB Manitoba plans.

B-4 HEALTHCARE EMPLOYEES BENEFITS PLAN (HEBP) - DISABILITY AND REHABILITATION PLAN

The HEBP Disability and Rehabilitation Plan shall continue to be implemented for all eligible employees. Effective April 1, 2005, the Employer will contribute to a maximum of 2.3% of base salary to fund the HEBP Disability and Rehabilitation Plan. The parties agree that income protection will be used to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.

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

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.

APPENDIX D - UFCW Membership Application

EXHIBIT "D"



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

Last Name First Name Initial Sex m____d____y____
Date of Birth

Address City Province Postal Code

Home Phone Employee Number m____d____y____
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

LETTER OF UNDERSTANDING #1

Staff Mobility Within the Employer 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 Employer 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 Employer

Misericordia Health Centre

Riverview Health Centre

Seven Oaks General Employer

St. Boniface General Employer

Victoria General Employer

Winnipeg Regional Health Authority (representing the Health Sciences Centre, Deer Lodge Centre, Grace Employer, Community, Pan Am Clinic, Pharmacy, Laundry, Breast Health, and all other current and future operating divisions of the Winnipeg Regional Health Authority)

Interpretation Guidelines re Staff Mobility Within the Employer System

The parties to the Memorandum of Understanding - Staff Mobility Within the Employer System ("Mobility Memo"), agree that interpretation of the Mobility Memo shall be as follows:

It is agreed that should it be necessary to transfer employees with programs from one facility to another in accordance with the provisions of Article 5 (A), the affected Employer(s) shall endeavor to the greatest degree possible, to transfer employees into positions which are within .2 of the EFT of the position occupied at the sending facility.

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

It is further agreed that periods of orientation in Article 5A(iii) and 5B(v) shall be considered time worked 1. Increments: Employees having a permanent or term position in a sending facility, will be allowed to transfer their "hours worked" for purposes of determining when they are entitled to their next increment, when they secure a permanent or term position at a receiving facility.

2. The Mobility Memo does not extend to or apply to casual employees. Specifically, casual employees shall not have the right to apply for or be appointed to positions pursuant to any Mobility memo process.

The Mobility Memo provisions dealing with Program Transfers do not extend to or apply to term employees unless they hold a permanent position with the sending Employer. The Mobility Memo provisions dealing with Voluntary and Temporary Transfers may apply to all term employees.

2. Vacation: Vacation earned at the sending facility shall not be paid out upon transfer unless the employee requests. If a person elects to have vacation transferred, it does not mean that the previously approved vacation dates will be honored at the receiving facility. Only the amount of time which has to be taken in accordance with the new facility's Collective Agreement will be honored and operational requirements will be taken into account.

3. Probationary Period: As with any other voluntary transfer to a permanent position in a facility other than one in which an employee is currently working, she/he is subject to a probationary period. When an employee transfers with a program, as per Section 5A (iv) of the Mobility Memo, she/he is not subject to a probationary period unless she/he has not yet completed her/his probationary period at the sending facility.

4. Trial Period: Section 5A (iv) of the Mobility Memo specifically states there will be no new trial period or probationary period for employees who are transferring with

programs. As stated above, only employees who have not completed their probationary period with a sending facility will be expected to complete it at the receiving facility. If an employee voluntarily transfers from a sending to a receiving facility, she/he is subject to a probationary period in accordance with the collective agreement. She/he is not subject to a trial period as a "new" employee.

5. Pre-Retirement Credits: To be calculated in days at the sending facility.

6. Mobility to Term Positions: Mobility applies for employment into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are ported at the time of employment. Should the employee not obtain a permanent position in accordance with the new Employer's collective agreement, all seniority and benefits shall terminate, unless she/he in turn obtains employment with another Employer where mobility or portability applies, and within the time lines specified.

7. More Than One Position at Same Facility: As of January 1, 1998, employees moving from a sending facility shall have portability of seniority* and benefits when transferring to a receiving facility, regardless of the bargaining unit(s) involved.

* Full seniority as defined in 6B of the Mobility Memo

9. Positions at More Than One Facility:

There can only be one sending and one receiving facility. Even if an employee has more than two (2) permanent positions, (at more than one facility) she/he will only be able to port the seniority and benefits from one of the facilities when she/he voluntarily transfers to a receiving facility.

Transfer of seniority and benefits shall be applicable to all employees, including those who are on lay off, currently employed in a permanent or term position, who resign their current position in order to occupy a permanent or term position in a different bargaining unit with an Employer party to the Mobility Memo.

An employee employed in a permanent or term position in a receiving facility on the date that she/he resigns her/his permanent or term status at a sending facility shall not be permitted to transfer seniority and benefits from the sending facility to the receiving facility.

10. An employee who occupies a casual position at a receiving facility AND a permanent or term position at a sending facility, AND who subsequently obtains a permanent or term position at a receiving facility, will be allowed to transfer seniority and benefits accrued in the permanent or term position at the sending facility, to the newly acquired permanent or term position in the receiving facility.

NOTE: Current contract provisions re placement on salary scale when employees resign a permanent or term position and remain on the casual roster continue to apply.

11. The Local President at a receiving facility will be provided with written notification regarding each employee's mobility seniority at the time of her/his transfer. In that regard, the following specific data shall be provided:

- Start date at sending facility

- Seniority (hours)
- Seniority date at sending facility
- Termination date at sending facility
- Start date at receiving facility.

12. Bridging Time for the Purposes of Mobility: An employee who commences employment with the receiving facility within six (6) weeks of termination of employment with the sending facility will be entitled to mobility of seniority, service and benefits as above.

LETTER OF UNDERSTANDING #2

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 #3

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 #4

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 #5

Combining Premiums

The following employees will be entitled to premiums when working overtime: Diana Ansah (721464), Eleanor Barton (722942), Garry Bergen (723684), Agnes Garcia (722793), Shella Garica (721969), Heather Isfeld (721910), Sonja Letkeman (722314), Mary Anne Manicad (721613), Gerry O'Krainetz (732594), Irma Pilapil (721860), Joey Offerman (732644), Michael Ramsical (721761), Leela Sumar (721712), Kelly West (722215).

LETTER OF UNDERSTANDING #6

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 #7

Staffing Levels

The parties agree that staffing levels affect employees working conditions.

The parties therefore agree:

- (a) The Employer is responsible to review and determine staffing requirements.
- (b) In the event that the Employer determines that a vacant shift will not or cannot be filled, the Manager/Supervisor may, in consultation with the staff:
 - (i) Evaluate and reorganize the workload;
 - (ii) Provide direction to staff as to which activities take priority and where appropriate, functions that they will not be able to complete.

This Agreement is binding upon the parties hereto and their successors and assigns.

SIGNED THIS 29 DAY OF August, 2014.

FOR THE UNION:

Aline Andette
Carmela Abramo
Kelly Clark
Lynn
Nancy Quiring

FOR THE EMPLOYER

J. Desautels
Awilgosh

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 22.05 of the United Food & Commercial Workers, Local 1869, Collective Agreement:

1. All part-time and casual staff wishing to make themselves available for pre-booking shifts will be responsible to fill out the pre-booking sheet in the schedule book by 1600 hours on every second Monday for the following two week period.
2. Only employees who have identified their availability by completing the availability list will be considered for pre-booking shifts.
3. Employees indicating their availability will be assigned available shifts in order of seniority.
4. The pre-booked shifts based upon the availability list, will be posted no later than 1600 hours on the Monday prior to the commencement of the two week schedule.
5. Employees assigned a pre-booked shift are responsible to work the assigned shift in accordance with Article 22.05.
6. Any shifts that come available after the Wednesday 1600 hours posting will be offered as call-ins in seniority order in accordance with Article 22.04. Employees will indicate their availability to receive call-ins by completing the availability sheet. The availability sheet will be separate from the pre-booking sheet. Employees may choose to accept or refuse any call-ins.