

Collective Agreement

Between:



and



DIAGNOSTIC SERVICES
OF MANITOBA

Effective Date: April 1, 2014

Expiry Date: March 31, 2018

Collective Agreement

Between:



and



DIAGNOSTIC SERVICES
OF MANITOBA

Effective Date: April 1, 2014

Expiry Date: March 31, 2018

Name _____

Address _____

Telephone No. _____

Work Address _____

Work Telephone No. _____

Shop Steward _____

Telephone No. _____

Assistant Shop Steward _____

EMERGENCY PHONE NUMBERS

Police _____

Fire Department _____

Doctor _____

In case of emergency, please Inform:

Name _____

Address _____

Telephone No. _____

President's Message

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.



It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace—or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal stroke extending to the right.

Jeff Traeger,

President UFCW Local 832

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EXPIRY: MARCH 31, 2018

AGREEMENT BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM) carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the “Employer”,

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the “Union”.

WHEREAS: the Union is the certified bargaining agent for certain specified employees of the Employer; and

WHEREAS: the Union and the Employer desire to promote the morale, well-being and security of these employees; and to ensure the continued availability of quality health care services; and

WHEREAS; the Union and the Employer have agreed to enter into a Collective Agreement containing terms and conditions of employment of those employees; including provisions as to rates of pay and hours of work;

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Union and the Employer agree with each other AS FOLLOWS:

ARTICLE 1

SCOPE & APPLICATION OF AGREEMENT

1

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees employed in Technical/ Professional paramedical classifications who hold degree, license or certificate and are employed in a Paramedical capacity, employed by Diagnostic Services Of Manitoba, Inc. (DSM) in the City of Winnipeg, Province of Manitoba, except those included in the physicians, interns and residents, nurses, maintenance and trades, support unit facility and those excluded by the Act.

1.02 If the Employer and the Union disagree as to whether a person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion within this Agreement, then either or both of them may refer the matter to the Manitoba Labour Board for a ruling.

1.03 If the Manitoba Labour Board rules that such person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion in this Agreement, then the Employer and the Union agree to meet forthwith to negotiate the classification and salary schedule for the employee, for inclusion in this Agreement. If the Employer and the Union are unable to reach an agreement on the

classification and/or salary schedule, then either or both of them may refer the matter for Arbitration as provided for in the Grievance Procedure.

1.04 No employee shall enter into any separate agreement which conflicts with the provisions hereof.

1.05 In the event that any section or portions of this Agreement are determined to be invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid or otherwise unenforceable.

2

ARTICLE 2 DEFINITIONS

Wherever use in this Agreement, the following words shall have the meaning hereinafter set forth. Where the context so requires, masculine and feminine terms or singular and plural terms shall be considered interchangeable:

2.01 **APPROVED TRAINING** - means training as approved by the authorized parent society.

2.02 **BASIC PAY, RATE or SALARY** - means the amount indicated in SCHEDULES "A" and "B" plus shift premiums for employees on permanent evening and/or nights

2.03 An “employee” means a person employed by the Employer in a position which is included in this bargaining unit.

2.04 A “full-time” employee is an Employee who works the full prescribed hours of work specified in Section 7.

2.05 Part-time Employee – means an employee who regularly works less than the hours of work as set out in Article 7 (Hours of Work) on a scheduled and recurring basis.

2.06 The probationary period for each new Employee **shall be the lesser of six (6) calendar months or seven hundred and seventy-five (775) hours worked.** If an Employee is retained beyond the probationary period, his or her seniority will date from the first day of employment with the Employer.

2.07 Shift shall mean the daily hours of work established under 701.

2.08 (a) (i) a “Term Position” shall be for **a specific time period or until completion of a particular project, with a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees. Any term positions resulting directly from**

the above will be posted in the same manner.

(ii) For situations related to Workers Compensation Board (WCB) and/or illness and/or accident, or where there is a **temporary** vacancy due to leave for a public office, or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire upon the return of the current incumbent to her position, subject to a minimum of forty-eight (48) hours' notice. **The employee occupying the said term position shall receive as much notice as reasonably possible but in no case less than forty-eight (48) hours. Any term position(s) resulting directly from the above will be posted in the same manner**

(b) (i) When the Employer determines that a term position as described above exists, the position shall be posted and filled in accordance with Article 6 – Seniority Promotions and Transfers. All employees may apply for the term position.

(ii) Upon completion of the term position, the employee shall be returned to her former position.

In the event that the employee's former position no longer exists, the employee shall be entitled to exercise her seniority as stated in Article 26 – Job Security.

- (c) All Maternity or Parental Leave term postings shall indicate that the term position is a “Maternity or Parental Leave of Absence term” which may expire sooner than indicated, subject to a minimum written notice of two (2) weeks or one (1) pay period, whichever is longer.**
- (d) All term positions created as a result of an Approved Educational Leave shall indicate that the term position is an “Educational Leave of Absence Term” which may expire sooner than indicated, upon return of the incumbent, subject to a minimum notice of two (2) weeks.**
- e) The Employer shall provide written confirmation of the start and expiry date of the term position prior to the employee's commencement in the position. This period may be extended if the Employer so requests and the Union agrees. Where funding is unexpectedly cancelled, a term position will expire, prior to the posted expiry date, at the discretion of the Employer, upon four (4) weeks written notice to the employee occupying the term position.**

-
- f) Unless otherwise agreed to between the employee and her supervisor, an employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit. Employees in a term positions will be considered for other term positions, subject to Article 6, if the position commences less than forty five (45) days prior to the expiration of the current term position.**
 - g) A term employee shall not be terminated and re-hired for the purpose of extending the period of term employment in the same position without prior approval of the Union. Where a term employee completes her term of employment and is the successful applicant for a different consecutive term position, it shall not be deemed to be an extension of the original term position.**
 - h) A term employee who applies for or is awarded a posted position prior to the end of her period of term employment, and the position commences within six (6) weeks of termination of their previous position will be entitled to transfer of benefits from their previous position to their new position as specified below:
 - a) Accumulated income protection benefits;****

-
- b) Length of employment applicable to rate at which vacation is earned;**
 - c) Length of employment applicable to pre-retirement leave;**
 - d) Length of employment applicable for qualification for the Magic 80 pension provisions;**
 - f) Length of employment applicable to next increment date;**
 - g) Continuation of all Benefit Plans subject to reapplication in accordance with HEB plan rules;**
 - h) Seniority credits.**

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

- a) Day shift means a shift in which the major portion occurs between 0800 hours and 1600 hours.
- b) Evening shift means a shift in which the major portion occurs between 1600 hours and 2400 hours.
- c) Night shift means a shift in which the major portion occurs between 2400 hours and 0800 hours.

2.10 Weekend means the period of approximately forty-eight (48) hours which commences at or about 0001 hours on Saturday and ends at or about 2400 hours on Sunday.

2.11 “Transfer” means a change by an employee from one position to another position within the same salary range.

2.12 “Bi-weekly period” shall mean the two (2) consecutive weeks constituting a regular pay period.

2.13 Definition of Continuous Service / Length of Employment

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

2.14 Pay Rate

- a) **Any employee voluntarily transferring into a classification with a lower pay rate shall be paid at the same increment level in the new position as she was paid in her previous position.**

- b) An employee who is involuntarily demoted to a classification with a lower pay rate shall be placed on the increment step of the lower classification which is closest to, but not higher than her present rate of pay.**

ARTICLE 3 OCCUPATIONAL CLASSIFICATIONS

3

3.01 The brief descriptions listed in Appendix A are intended to illustrate the general terms under which positions are classified in this Agreement. In each instance, a classification is based on procedures, duties and responsibilities specified in the job description in effect at the time this Agreement was negotiated. The Employer reserves the right to assign duties and responsibilities and to alter job descriptions, but is required to negotiate the value of any material change in job content during the term of this Agreement.

- 3.02 a) In the event that the employer creates a new classification, or alters an existing classification, the job description and wage rate for such classification shall be established by the Employer with notification to the Union. Written notice of objection must be given to the employer by the union within thirty

-
- (30) calendar days after the notification above or such classification and wage rates shall be considered approved and shall form part of the Agreement
- b) Where the Union objects to the wage rate for a new or altered classification established by the Employer, **then the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range. Failing agreement, the matter may be referred to the Grievance Procedure and if still unresolved then to arbitration in accordance with Article 20 – Arbitration.**
 - c) Any dispute as to whether a classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.
 - d) Where an employee believes that there has been a material or substantial change in her job content since she was last classified, she shall be entitled to request a review of her classification.
 - e) The employer will examine the duties of the employee, compare them with the job descriptions and give a decision as to the validity of the request.
 - f) If the decision in (e) is not satisfactory to the employee, she may treat this request for change in classification as a grievance defined in Article 19.

- g) A revision to an existing job description to reflect more accurately the job content of any classification shall not necessarily constitute evidence of a substantial change in job content.

3.03 The Employer shall provide the Union with all job descriptions, including job qualifications, within ninety (90) days of ratification of this Agreement.

ARTICLE 4 **MANAGEMENT RIGHTS**

4

4.01 Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate and generally regulate its facility, affairs and functions.

4.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

4.03 Emergency, Disaster, Hospital Disaster and Fire Plans

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

For purposes of this Article, emergencies will be those situations which directly affect the safety or well-being of patients in the Facility.

In the event of the declaration of an emergency, written confirmation of same will be given to the President of the Local by the CEO/COO or designate.

Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 8 shall apply to overtime hours worked.

(b) Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 8.

5

ARTICLE 5 SALARIES

5.01 Wages shall be as indicated in Schedule “A” and “B” of this Agreement and shall form part of this Agreement.

5.02 In implementing this Agreement, each employee shall be placed not lower than the same increment level and in the same classification to which she was entitled under the previous Agreement.

5.03 An employee's anniversary date for incremental purposes shall be the date on which she last commenced employment with the Employer.

Increments shall be paid effective from the actual anniversary date.

5.04 Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence, of four (4) weeks or less.

5.05 Starting salary for newly hired employees shall recognize previous applicable experience on the basis of the equivalent full-time experience, to a maximum of the top rate in their classification.

5.06 Salaries shall be quoted in terms of gross hourly rates and equivalent gross annual rates.

5.07 Equivalent gross annual rates shall be calculated as follows:

Annual rates = hourly rates X 2015

Annual rates = hourly rates X 1950

5.08 An employee shall be entitled to payment of all wages, vacation pay and other benefits **on the next payroll processing date** after termination.

5.09 Effective June 27th, 2011, a graduate of an approved school of the relevant classification and who has not attained her professional designation may, at the discretion of the Employer, be paid eight percent (8%) less per month than the approved classification rate as set out in Schedule “A” attached hereto. However, for a new graduate upon attaining her professional designation will be entitled to the classification rate upon providing proof of registration/license. Such rate will be effective the date registration or license comes into effect. Proof of registration/license must be provided to the Employer within thirty (30) days of receipt of the employee’s registration/license.

5.10 Pay day shall be on a consistent basis every fourteen (14) days, on a Friday and/or Thursday whenever possible.

6

ARTICLE 6 SENIORITY PROMOTIONS & TRANSFERS

6.01 Seniority shall be accrued on the basis of the total accumulated regular paid hours calculated from the date the employee last entered the services of the employer.

6.02 Seniority of an employee will continue to accrue during:

-
- a) any period of paid leave of absence or income protection
 - b) absence on Workers' Compensation for up to two (2) years
 - c) unpaid leave of absence of four (4) weeks or less.
 - d) Layoff of twenty-six (26) weeks or less
 - e) educational leave of two (2) years or less
 - f) she/**he** is on any period of Maternal and/ or Parenting Leave
 - g) any period of approved unpaid leave of absence for Union purposes of up to one year.
 - (h) Any period of unpaid leave of absence due to injury or illness which may be compensable by D & R for a period of up to two (2) years from date of the first absence from work related to the injury or illness.
 - (i) **any period an employee is assigned to temporarily relieve or replace an employee in an out of scope position or another bargaining unit up to a maximum of two (2) years.**

6.03 Seniority will be retained but will not continue to accrue during:

- a) unpaid leave of absence of more than four (4) weeks
- b) absence on Workers' Compensation benefits for more than two (2) years

-
- c) educational leave in excess of two (2) years
 - d) layoff more than twenty-six (26) weeks and not more than five (5) years.

6.04 Seniority will terminate if an employee:

- a) resigns, retires,
- b) is discharged and not reinstated
- c) is laid off for more than five (5) years;
- d) is promoted or transferred to a permanent position outside of the bargaining unit and completes a trial period.

6.05 Promotion means a change of employment from one classification to another classification with a higher maximum rate of pay within the bargaining unit.

- 6.06
- a) Upon promotion, an employee shall receive a salary within the salary range applicable to her new classification, which provides an increase of at least 5% above her former salary.
 - b) An employee's anniversary date for the purpose of annual increment shall not be changed as a result of a promotion.

6.07 All vacancies which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state the

classification, job title, required qualifications, site(s)/ work location(s), current or anticipated shift and hours of work, and wage rate. A copy of the posting shall be sent to the Union office within the posting period. Job descriptions shall be available to applicants upon request.

6.08 Seniority shall be considered as a factor in vacancy selection (including promotion and transfer) and if all other selection criteria are relatively equal, it shall be considered as the governing factor. Selection criteria shall be available to applicants on request.

6.09 In a selection process where there are external applicants and the selection criteria are relatively equal amongst applicants, preference shall be given to employees presently in the employ of the Employer who have submitted a written application for the vacant, term or new position.

6.10 The successful applicant of a posted position will be advised in writing within fourteen (14) calendar days after awarding the position, with a copy sent to the Union office.

6.11 An employee who applies for a posted vacancy and who is unsuccessful shall be, upon written request, given the reasons in writing as soon as reasonably possible.

6.12 All promotions and voluntary transfers are subject to a three (3) month trial period, which may be extended up to an additional three (3) months if the Employer so requests and the Union agrees.

6.13 During the trial period, if the employee proves to be unsatisfactory in the new position, or if she wishes to revert voluntarily, she shall be returned to her former position if reasonably possible. All other employees so affected shall be returned to their former positions if reasonably possible. An employee not returned to former position shall be returned to her former occupational classification and employment status.

Voluntary transfers within the same department / program / site, as determined by the Employer, and within the same classification, shall not be subject to a trial period. In these circumstances, within the first three (3) months of an assignment, an employee who wishes to revert to her former position shall be returned to her former position if reasonably possible.

6.14 An employee, other than a temporary employee, who accepts a term position, will be returned to her former position at the completion of the term position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status.

6.15 An employee who through advancing years or disablement, is unable to perform her regular duties, shall be given preference for transfer to any suitable vacant position within the bargaining unit which requires the performance of lighter work of which she is capable. She will be paid at the same increment level in the new position as she was paid in her previous position.

6.16 Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent change and a copy will be placed in the employee's personnel file.

ARTICLE 7 HOURS OF WORK & SHIFT SCHEDULES

7

7.01 The normal work day and week for employees covered by the bargaining unit shall be comprised of seven and three-quarter (7 3/4) hours per day and thirty-eight and three-quarter (38 3/4) hours per week and the normal bi-weekly period of work shall be comprised of seventy-seven and one-half (77 1/2) hours when averaged over the rotation period.

7.02 Regular hours of work shall be deemed to:

- a) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three hour period of duty
- b) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.

By mutual agreement, meal and rest periods may be combined.

7.03 Shift schedules governing a period of two (2) weeks or more shall be posted not less than one (1) month before the first day of the schedule.

7.04 Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible.

7.05 Any exchange in shifts requested by the employees and approved by the Employer shall not result in overtime costs to the Employer. **Unless otherwise mutually agreed, shift exchange requests must be for the same classification, the same shift length and must be completed within six (6) weeks of the initial shift exchanged.**

7.06 Except by mutual agreement between the Employer and a majority of the affected employees, shift schedules shall provide for:

- a) not less than fifteen (15) hours off between shifts

- b) not less than eight (8) days off in any two consecutive pay periods
- c) not more than eight (8) consecutive working days, and whenever possible, seven (7) or less.

7.07 Except by mutual agreement between a majority of affected employees and the Employer, shift schedules shall provide for as many weekends off as is reasonably possible. The Employer shall endeavour to schedule full-time employees to work not more than fifty (50%) percent of weekends.

7.08 Whenever reasonably possible, days off shall be granted consecutively.

7.09 Unless given seven (7) days prior notice, a full time employee who works on a day which she was not scheduled to work shall be paid the greater of double time or overtime rates. **This Article will not apply to employees on Standby.**

7.10 Unless given seven (7) days prior notice, an employee whose shift is changed, shall be paid at overtime rates for the first shift worked which varies from the posted schedule.

7.11 When the Employer considers implementing a significant change to the normal work day, **or an alteration to the current shift starting and finishing times of more than one (1)**

hour, normal shift of work, normal work week, or normal rotation of shifts the Employer will attempt to obtain the agreement of a majority of affected employees at a meeting held to discuss and consider such changes. A properly designated representative of the Union shall be given seven days notice for an opportunity to attend this meeting and to express the Union's opinion in regard to any proposal of the Employer and to submit any alternate proposals for consideration. Failing implementation of the alternate proposals, a written explanation shall be sent to the Union. If after due consideration the Employer still plans to implement the change, the affected employees will be given at least sixty (60) days notice. Notice time may be adjusted by mutual agreement between the Union and the Employer.

Unless otherwise mutually agreed, where the alteration to the current shift starting and finishing times is less than one (1) hour, the employer will provide effected employees with a minimum four (4) weeks' notice.

7.12 Employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift. There shall be at least as great a number of day shifts assigned as there are evening or night shifts unless otherwise mutually agreed. This provision does not apply to employees who have agreed to work permanently on evening shift or night shift or who have accepted a position that has been posted as having a non-conforming shift pattern.

7.13 Upon request, an employee who is required to commence or terminate her shift between 0001 hours and 0600 hours, and who does not have her own transportation, will have transportation provided by the Employer.

7.14 An employee who is required to remain on duty or to return to work during her meal period shall be paid at overtime rates for the entire meal period, or equivalent time off may be provided later in the shift by the Employer upon mutual agreement.

7.15 Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one hour of the start of the shift, she shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

7.16 An employee reporting for work as scheduled, who is sent home because of lack of work shall receive pay for the scheduled hours not worked.

7.17 **Self-Scheduling and/or Flex Time Provision**

This article shall not preclude the implementation of self-scheduling and/or flex time by mutual agreement between a majority of the affected employees and the Employer. Any such agreement

shall take the form of an addendum attached to and forming part of this Agreement.

The parties agree that past practice shall be deemed to have received mutual agreement in this regard.

8

ARTICLE 8 OVERTIME

8.01 Overtime shall mean any authorized time worked in excess of regular hours established under Article 7 (Hours of Work and Shift Schedules).

8.02 The Employer shall designate the manner in which overtime is to be authorized.

An employee will not be eligible to be called in for overtime if he/she is on any type of requested Time Off; vacation, or banked OT. Those employees will only be considered for overtime hours on that day after all part time and casual staff have been contacted.

8.03 An employee shall not be required to alter her scheduled hours of work to offset any overtime worked.

8.04 There will be no payment for occasional overtime of less than fifteen (15) minutes in one day unless scheduled.

8.05 Overtime rates shall be:

- a) one and one-half times (1 1/2X) the basic rate of pay of authorized overtime in any one day;
- b) two times (2X) the basic rate of pay for authorized overtime in excess of three (3) hours in any one day;
- c) two times (2X) the basic rate during the second of two consecutive shifts;
- d) two and one-half times (2 1/2X) the basic rate on a general holiday;
- e) for time worked on a day not scheduled to work - see Article 7.09.

8.06 If mutually agreed upon, an employee might be granted paid time off equivalent to and in lieu of the overtime payment to which she would otherwise be entitled. **Overtime can only be banked if it is worked within the employee's home department or program.**

Overtime may be accumulated to a maximum of seventy-seven and one-half (77.50) hours at any one time **in any fiscal year**. Any overtime in excess of seventy-seven and one-half (77.50) hours shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March thirty-first (31st) of each fiscal year.

8.07 **An employee required to work overtime without advance notice**, where an employee would otherwise miss a meal as a result of being required to work for more than two (2) hours

of overtime, said overtime period commencing not more than one (1) hour following her regular shift or ending not more than one hour preceding her regular shift shall be provided with a meal allowance of eight dollars (\$8.00)

8.08 For the purpose of determining overtime entitlement, all paid leave shall be considered as hours worked.

8.09 No employee shall be required to work overtime against his wishes when other employees who are capable and qualified to perform the duties are willing and available to perform the required work.

8.10 Overtime worked as a result of the changeover from Daylight Saving Time to Central Standard Time shall be deemed to be authorized overtime.

8.11 In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which regular meal/rest periods shall occur.

8.12 **Telephone Consultation**

When an employee is consulted by telephone outside of her regular working hours and is

authorized to handle bona fide work-related matters without returning to the workplace, the following shall apply:

- (a) An employee who has not completed her regular daily or bi-weekly hours of work shall be paid at her basic rate of pay for the total accumulated time spent on telephone consultations(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen minutes (15) minutes, the employee shall be compensated at her basic rate of pay for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond 15 minutes shall be compensated at the next higher 15 minute interval.
- (b) An employee who has completed her regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher 15-minute interval.

- (c) For purposes of calculation as per a) and b) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
- (d) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.

8.13 If the Employer requires attendance at any meeting, conference, training, workshop, seminar, course or program outside of working hours, the employee shall be compensated at straight time rates or granted equivalent time off. The minimum payment for attendance or equivalent time off will be one (1) hour.

This article is not applicable if an employee is attending courses covered under 16:05 (b)

9

ARTICLE 9 STANDBY AND CALLBACKS

9.01 Standby shall refer to any period of time duly authorized by the Employer during which an employee is required to be available to return to work without undue delay.

9.02 An employee designated by the employer to be on standby shall be paid an allowance of two (2) hours basic pay for each eight (8) hour period or a pro rata payment for any portion thereof.

9.03 When an employee is called back to work she shall be paid an amount equal to three (3) hours at overtime rates with the understanding that the double time overtime rate shall be applicable only to those hours (if any) actually worked by an employee while on call back which exceeds three (3) hours in any one day.

9.04 An employee other than an employee who is required by the Employer to use a personal motor vehicle as a condition of employment, who is required to return to work on a callback, or otherwise travel locally on behalf of the Employer shall be reimbursed for return taxi fare, or reimbursed in accordance with the Province of Manitoba mileage rates for use of a personal motor vehicle, subject to a minimum mileage payment of \$4.00 return.

An employee who is required to travel locally on behalf of the Employer shall be reimbursed in accordance with the Province of Manitoba mileage rates for the distance (in Km's) from the employees home to the alternate location/ worksite minus the distance (in Km's) from the employees home to the employees originating worksite.

9.05 A call back is defined as a call back to return to the Hospital received by an employee during the period between completion of regularly scheduled hour of work and subsequent starting time. A call back shall be calculated from the time the employee arrives at the Hospital until all emergent work has been completed as confirmed with the supervisor in charge. A callback is a call to return to the Hospital and may not necessarily be related to a particular patient.

9.06 The Employer shall provide suitable parking facilities for employees who are required to return to the **work site** on a call back.

10

ARTICLE 10 SHIFT PREMIUMS AND WEEKEND PREMIUMS

- 10.01a) An employee scheduled and required to work any hours between 1800 hours and the next succeeding 2400 hours, as part of her regular shift, shall be paid an evening shift premium of one dollar (\$1.00) **[one dollars and seventy-five cents (\$1.75) effective April 1, 2016]** per hour for **the hours worked between 1500 hours and 2400 hours.**
- b) An employee scheduled and required to work **a shift where the majority of the hours** fall between 2400 hours and 0600 hours, as part of her regular shift,

shall be paid a night shift premium of **two dollars and five cents (\$2.05)) [two dollars and fifty cents (\$2.50) effective April 1, 2016]** per hour for that entire shift.

- c) Notwithstanding the above, where a shift includes hours within both the evening and night shifts, shift premiums shall be paid on the basis of hours worked within that shift.
- d) Notwithstanding the above, where an employee works a “modified” (12-hour) shift, evening and night premiums shall be paid in accordance with the hours within the shifts as defined in Article **2.09**.

10.02 A weekend premium of one dollar and sixty-five cents (\$1.65) **(two dollars (\$2.00) effective April 1, 2016)** per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

ARTICLE 11 ANNUAL VACATION

11

11.01 The date used to calculate vacation earned shall be from May first (1st) to April thirtieth (30th) in the following year.

11.02 The whole of the calendar year shall be available for vacations to be taken, however, vacation earned in any vacation year is to be taken the following vacation year, unless otherwise mutually agreed between the employee and the employer.

11.03 Terminal vacation pay shall be calculated in accordance with 11.04 and shall be based on the employee's rate of pay on the date of termination.

11.04 Employees shall be entitled to paid vacation, calculated on the basis of vacation earned at the following rates:

Fifteen (15) working days per year commencing in first (1st) year of employment

Twenty (20) working days per year commencing on the anniversary date of the fourth (4th) year of employment

Twenty five (25) working days per year commencing on the anniversary date of the eleventh (11th) year of employment

Thirty (30) working days commencing on the anniversary date of the twenty first (21st) year of employment

Vacation entitlement for the vacation year following completion of the 3rd, 10th and 20th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

11.05 In recognition of length of service, each employee shall receive an additional five (5) days of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (i.e. 25th, 30th, 35th, 40th, etcetera). **Such days shall be prorated for a part time employee and** shall be taken during the vacation year in which the 20th or subsequent 5th anniversary occurs.

11.06 An employee who has not completed one (1) year continuous employment as at April 30th shall be granted a pro-rata vacation.

11.07 The Employer shall post vacation entitlements not later than March 1st each year, and allow employees to express their preferences before April 1st.

The Employer shall post a notice, no later than October 1st of each year, in a prominent area(s) in each facility/worksites indicating the need for employees to request the scheduling of their remaining vacation time by November 1st of each year. Any vacation time not scheduled by November 1st will be scheduled by mutual agreement between the employee and the manager no later than November 30th.

11.08 The Employer will post an approved vacation schedule not later than April 30th, having considered operational requirements, and

the seniority, circumstances, and preferences of each employee. Approved vacations will not be re-scheduled except by **mutual agreement between the Employer and employee** and insofar as such change does not affect departmental operations or disrupt any other employee's scheduled vacation.

11.09 Annual vacation will not be reduced as a result of a paid leave of absence, or unpaid leave of absence of four (4) weeks or less.

11.10 Employees on Workers' Compensation will continue to accrue paid vacation for a period of one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury or illness.

11.11 Where staffing levels permit, the practice of allowing two (2) or more Employees to be on vacation at the same time shall be maintained.

11.12 Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation, for the purpose of taking such time off for personal reasons such as religious observance or special occasion, as long as adequate notice is given to accommodate scheduling.

ARTICLE 12 INCOME PROTECTION

12

12.01 An employee who is absent due to illness or injury which is not eligible for compensation by either the Worker's Compensation Board subject to 12.11(A) or by Manitoba Public Insurance (MPI) as a result of a motor vehicle accident subject to 12.11(B), shall be paid her regular basic salary 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 Manitoba Public Insurance.

12.02 A full-time employee shall accumulate income protection credits at the rate of one and one-quarter (1 1/4) days per month.

Of each day and a quarter of income protection credits earned, one day shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining one quarter of a day* shall be reserved for either the employee's use or for use in the event of family illness. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

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

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- Eighty (80) percent of the balance will be reserved for the employee's personal use
 - Twenty (20) percent of the balance will be reserved for either the employee's personal use or for use in the event of family leave.

12.03 The Employer agrees to recognize Income Protection Credits accumulated prior to the signing of this Agreement.

12.04 Income protection will continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks or less. For unpaid leaves of absence that exceed four (4) weeks, income protection credits shall be retained but shall not accrue for that period of time that exceeds four (4) weeks.

12.05 Subject to the provisions of Article 1202, an employee may use income protection for the purpose of providing care in the event of an illness of a spouse, child, parent, mother-in-law, or father-in-law.

12.06 An employee who will be absent due to illness or injury must make every effort to inform her supervisor prior to her scheduled shift.

An employee returning to work following an absence of one (1) week or more shall

provide a minimum of forty-eight (48) hours notice, or less if mutually agreeable, prior to returning to work.

12.07 The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform her normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than three (3) days.

12.08 Upon sufficient notification to the employer, and providing such time off does not unduly disrupt the departmental operations, the employee shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, or other recognized medical therapists recommended by a physician.

The time utilized for such appointments shall be deducted from accumulated income protection to the nearest one quarter hour.

When non local resources are utilized a maximum of one (1) day may be claimed from income protection.

12.09 If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

12.10 Upon written request the Employer shall provide the Employee in writing within three (3) working days with the amount of his or her accumulated Income Protection. The employee shall be entitled to review the Employer's record related to Income Protection Calculations.

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

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

The employee may elect to submit an application to the Employer requesting that the Employer supplement the award made by the Workers' Compensation Board for the loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.

If, at any time, it is decided by the Worker's 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.

- B) (i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to Manitoba Public Insurance. Failure to do so shall disentitle her from income protection benefits. It is expressly understood that an employee may not receive compensation from both Income Protection and from MPI.
- (ii) Subject to B (i). 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 payments(s) shall not exceed the employee's basic salary as defined in Article 2 (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 the lesser of:

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- a) The total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period, or,
 - b) 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.
- C) (i) Subject to "B", 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 Article 202 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 one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.
- (iv) If at any time it is decided by Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by Manitoba Public Insurance, then such payment shall not be payable.
- (v) An employee who is in receipt of MPI benefits shall continue to accrue seniority, income protection and vacation to the extent that they have accrued income protection credits or

for one hundred and nineteen (119) days
whichever is less.

12.12 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of one (1) year.

12.13 It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) days. An employee may claim income protection benefits for a period of time not to exceed this elimination period providing they have sufficient income protection credits.

12.14 An employee may utilize up to five (5) days income protection credits before or after the employment insurance maternity benefit period. This clause is only applicable to an employee who has completed six (6) months continuous employment with the Employer and who does not meet the requirements of the paid maternity leave provisions of this Agreement.

12.15 **An employee, in her first year of employment, shall be entitled to utilize up to five (5) days of income protection credits before they are earned.** The Employer may recover from a terminating employee all paid sick leave granted but not earned.

12.16 **INCOME PROTECTION POLICIES**

For informational purposes only, the Employer agrees to provide the Union with a copy of any current policies regarding income protection utilization within thirty (30) days. The Employer further agrees to provide the Union with copies of any subsequent amendments to the policy within thirty (30) days.

12.17 Income protection cannot be claimed for any additional shift that was picked up at overtime rates.

**ARTICLE 13
BEREAVEMENT LEAVE**

13

13.01 An employee who is, or will be absent on compassionate/ bereavement leave shall notify her supervisor at the earliest possible opportunity.

13.02 Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of the death of a spouse, live-in partner, child, parent, sibling, step-child, step-parent, step-sibling, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé and any other relative who has been residing in the same household, Unless

other arrangements have been made, such days may be taken only in the period which extends from the date of notification of death up to and including the day following funeral proceedings.

13.03 Bereavement leave may be extended up to two (2) additional working days with pay as may be necessitated by reason of travel to attend the funeral.

- 13.04 a) Necessary time off up to one day (1) without loss of pay shall be granted an employee to attend a funeral as a pallbearer.
- b) Subject to operational requirements, every reasonable effort shall be made to grant leave of absence without loss of pay of up to one (1) day to an employee to attend a funeral as a mourner. **The time granted will be determined upon review of individual circumstances.**

14

ARTICLE 14 GENERAL HOLIDAYS

14.01 a) A day off with pay shall be granted to every full time employee on or for each of the following general holidays:

New Year's Day	August Civic Holiday
Louis Riel Day	Labour Day

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day

And any other holiday declared by the Federal, Provincial or Local Government Authority.

14.02 An employee scheduled and required to work on any General Holiday shall be paid one and one-half (1 1/2X) times her basic rate for regular daily hours. In addition a full time employee shall be granted a compensating paid day of rest within thirty (30) days before or after the holiday. If a compensating day is offered to, but by mutual agreement not taken by an employee, then that employee shall receive an additional days pay at the basic rate in lieu thereof.

14.03 Full-time Employees shall be allowed to bank up to five (5) alternative days off in lieu of recognized holidays, for the Employees future use. Said banked days off shall be taken at a time mutually-acceptable between the Employee and the Employer. If compensating time off is impractical to schedule prior to the end of the fiscal year, the employee shall receive her regular rate of pay for all days banked.

14.04 A General Holiday which occurs while an employee is receiving income protection benefits will be paid as a holiday, and not deducted from accumulated credits.

14.05 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's endeavoring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

15

ARTICLE 15 RESPONSIBILITY PAY

15.01 An employee who is appointed to a senior position for one (1) entire shift or more shall be paid a rate in the higher salary range which is at least five (5%) percent higher than the regular basic salary to which she would otherwise be entitled.

15.02 Temporary relief duty shall not normally exceed six (6) consecutive weeks however, such temporary relief duty may be extended by mutual agreement between the Employer and the Union. Any anticipated vacancy in excess of six (6) weeks or in excess of the mutually agreed upon time shall be posted as a term position.

15.03 In recognition of additional responsibility during evening and weekend shifts, one (1) General Duty Technologist shall be paid at Senior Technologist rates on a rotation basis. This article shall not apply on a shift to which a Senior Technologist is scheduled or in the event of a callback.

ARTICLE 16 LEAVE OF ABSENCE

16

16.01 Except in emergencies, all requests for unpaid leave of absence shall be made in writing, stating the reasons and the expected duration of the leave, and submitted to the Employer at least four (4) weeks in advance. Such requests will be considered on their individual merits, but shall not be unreasonably denied. The Employer will respond in writing within fourteen (14) days and will include reasons for refusal if applicable.

16.02 Overstaying a leave of absence without valid reason may result in the Employee being disciplined.

16.03 An employee required to appear for jury duty, **jury selection** or subpoenaed as a witness in a court of law, other than a court proceeding occasioned by the employee's private affairs, shall receive a leave of absence at their regular basic rate of pay, and remit to the Employer any jury or witness fees received only for those days she was normally scheduled to work. The employee shall not be required to remit any reimbursement of expenses for such duty. An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employee's private affairs shall receive a leave of absence without pay for the required absence. An employee may request to use vacation or banked time to cover said leave of absence.

16.04 Educational Leave - Leave of Absence with pay and reasonable expenses may be granted for educational programs approved by the Employer. If a request for educational leave is denied, the Employer will provide a written response to the employee.

16.05 a) **Where the Employer requires an employee to attend educational conferences, workshops, or courses (within the boundaries of the City of Winnipeg or within 80 km of Winnipeg boundaries):**

- **the registration, tuition fees, and related expenses relating to attending the program (cab or mileage and parking, and lunch if not provided), shall be paid by the Employer.**
- **the employee shall be paid his / her regular pay (at straight time rates).**

b) **Where the Employer requires an employee to attend educational conferences, workshops, or courses (within the boundaries of the City of Winnipeg or within 80 km of Winnipeg boundaries):**

- **the registration fee, tuition fees, related expenses relating to attending the program (cab or mileage and parking, and lunch if not provided), shall be paid by the Employer.**

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- the employee shall either be paid overtime pay in accordance with applicable overtime provisions of the Collective Agreement; or
 - the employee's hours of work (schedule) shall be changed in accordance with provisions of the Collective Agreement to accommodate the schedule of the program attended , in which case he/she shall be paid his/her regular pay (at straight time rates).
- c) Where the Employer requires an employee to attend educational conferences, workshops, or courses (outside the City of Winnipeg and requires an overnight stay of one night or more), and which includes time outside his/her regular hours of work:
- the registration fee, tuition fees, related expenses relating to attending the program (accommodation, ground & air transportation, and per diem including incidentals) shall be paid by the Employer.
 - in the case where the employee leaves for the program to be attended during his/her regular work day, he/she shall be paid his/her regular pay for that day

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- **commencing on the following day or commencing on a non-regular work day – for each 24 hour period the employee is away, including travel and program time, the employee shall be paid his/her regular days' salary (normal hours @ straight time) – pro-rated for less than 24 hour periods**
 - d) **All travel arrangements must be approved by the Employer in advance.**
 - e) **Travel time to or from an educational conference, workshop, or course outside of regular working hours, where an employee has also worked a full shift on that same day, shall be paid at overtime rates.**
 - f) **Employees are entitled to cash advances for anticipated expenses related to an out of town trip.**

16.06 An employee shall be entitled to necessary time off to attend Citizenship Court to become a Canadian Citizen.

16.07 Upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in a federal, provincial or municipal election. An employee who is elected

to public office shall be granted leave of absence without pay for the term of her office.

16.08 Seniority and benefits shall continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks duration or less.

16.09 Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.

16.10 An employee on any leave of absence up to one (1) year covered by this collective agreement shall have the right to return to her former classification. The Employer shall make every reasonable effort to assure that the employee returns to her former position.

16.11 Subject to the operational needs of the Department, every effort will be made to accommodate reasonable requests for part time leave of absence. Employees who have not applied for part time leave of absence or part time employment shall not be permitted to file a grievance regarding the above.

16.12 **Compassionate Care Leave**

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

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- (a) An employee must have completed at least (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 or more family members.

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

- (e) A family member for the purpose of this Article shall be defined as:
 - (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) a parent of the employee or a spouse or common-law partner of the parent;
 - (iv) or any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 603 a).
- (h) Subject to the provisions of Article

1202 the employee may apply to utilize income protection credits 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 1302.
- (j) Any changes to Federal or Provincial Legislation will be reflected in this Article.

16.13 Leave of absence with or without pay, for purposes such as serious personal loss due to fire, flood, or theft, may be granted at the Employer's discretion.

16.14 Employees will pay the Employer's and employee's share of Group Health, Dental, Group Life and D&R when on any period of unpaid LOA.

Subject to the terms of the plan, where an employee is on any return to work program where all or a portion of the employees' wages are being paid by the Employer, the Employer will pay the Employer's share of premiums on the condition that the employee is paying their share.

It is understood this does not negate Article 23.03.

ARTICLE 17

PARENTAL LEAVE

17

17.01 **PARENTING LEAVE**

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

17.02 **Maternity Leave**

- (01) An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan “A” or Plan “B” but not both.

The employer may require the employee to commence maternity leave if the state of her health is incompatible with the requirements of her job and when, in the opinion of a medical practitioner such leave is warranted, and such time shall be in addition to the leave she is otherwise entitled to under this article.

In cases of physical complications, an employee may request an extension of her leave of absence up to but not exceeding an additional (13) weeks, provided such request is accompanied by a doctor’s certificate setting out the nature of the complications.

An employee on maternity leave shall provide the employer with four (4) weeks’ notice of readiness to return to work.

Plan “A”

In order to qualify for Plan A, 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 A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - 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.
- (02) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 17.02 (01) (c), or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 17.02 (01) (c) and the actual date of delivery,

if delivery occurs after the date mentioned in that certificate.

- (c) The employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.

- (03) (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period. These ten (10) days shall be pro-rated for part-time employees based on their equivalent to full-time status.

Should the employee not return to work following her maternity leave for a period of employment sufficient to allow reaccumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

- (b) An applicant for Maternity Leave under Plan A must sign an agreement with the Employer providing that:
 - a) she will return to work and remain in the employ of the Employer for a period of employment sufficient

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- to allow re-accumulation of the number of sick days granted under subsection (a).
- b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer, and
 - c) should she fail to return to work as provided under a) and b) above, the employee shall repay to the Employer the balance of the outstanding accumulation of sick day days granted under section (a) that had not been accrued at the time of termination. Should the employee fail to repay the outstanding amount as indicated above, the employer shall withhold any balance owing from the employees final pay or if the pay is insufficient, from the employees accrued vacation bank.

Plan B:

- (04) In order to qualify for Plan B, a pregnant employee must:
 - (a) have completed six (6) continuous months of employment with the Employer if she is a full time employee and seven (7) continuous months of employment with the Employer if she is a part time employee;

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- (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 **Human Resources and Skills Development Canada (HRSDC)** has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
- (05) An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
- (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a position with a reduced E.F.T.

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 for the Employer, and work the working hours she would have otherwise worked in the higher E.F.T. position during the six (6) month period, and

- (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer, and
- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (d) In the event the employee does not complete the full period of service as required under Part (a) and (b) above, she shall repay a portion of the “top up” as follows:**

Monetary value of top up provided
(value is based on hours paid at regular
Rate of pay in 6 months prior to leave) x no. of hours not worked

Hours of service required to be worked
(based on monetary value)

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- (06) 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 mentioned in Clause 17.02 (04) (c), or
 - (b) a period of seventeen weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 17.02 (04) (c) and the actual date of delivery, if delivery occurs after the date mentioned in the certificate;
 - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head;
- (07) 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 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

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- and 93% of her weekly rate of pay;
- (c) it is understood that the amount of the payment made by the Employer under (a) and (b) above shall not, when combined with the EI benefit, and any other earnings received by the employee, exceed 93% of the employee's normal weekly earnings;
 - (d) all other time as may be provided under 17.02 (06) shall be on a leave without pay basis.
- (08) Plan B does not apply to temporary employees or employees who normally are subject to seasonal lay-off.
- (09) 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.
- (10) Sections 52 through 57 inclusive of the Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

Note: The above language is subject to the Human Rights Commission direction on qualifying period for part-time employees.

Parental Leave

- (11) In order to qualify for Parental Leave, an employee must:
- (a) be the natural mother of a child; or
 - (b) be the natural father of a child or must assume actual care and custody of his newborn child; or
 - (c) adopt a child under the law of the province.
- (12) An employee who qualifies under 17.02 (11) must:
- (a) have completed six (6) continuous months of employment; and
 - (b) except in the case of Adoption leave, in accordance with 17.02 (11) c, submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
 - (c) In the case of Adoption Leave in accordance with 17.02(11)(c), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled

to commence adoption leave upon being notified by the agency involved that a child is available for placement.

- (13) An employee who qualifies in accordance with 17.02(11) and 17.02(12) is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks inclusive of vacation as specified below. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave exceeding fifty-four (54) consecutive weeks.

Where Maternity and/or Parental Leave exceeds seventeen (17) weeks, the employee may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year). Any vacation earned up to the time of the commencement of leave in accordance with Article 11.01 will be retained and will be available to be taken in the following vacation year.

- (14) Subject to 17.02(15), 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.

- (15) 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.

17.03 **Paternity Leave**

A male employee shall be entitled to one (1) days' leave of absence with pay within seven (7) days of the birth or adoption of his child.

ARTICLE 18 UNION SECURITY

18

18.01 A copy of this Collective Agreement shall be provided by the Union to each employee bound by the agreement. The cost of printing shall be shared equally by the Employer and the Union. The Union will provide sufficient copies for Employer administration needs.

18.02 All employees who are Union members in good standing or who may subsequently become Union members in good standing, shall as a condition of employment maintain Union membership during

the life of this Agreement. All employees who are not Union members shall not be required to become members as a condition of employment. All new employees hired shall as a condition of employment, become Union members within ninety (90) days from the date of employment and shall as a condition of employment, remain Union members in good standing during the life of this Agreement. During the thirty (30) day interval immediately preceding the renewal date of this Agreement, any member may make application to the Union requesting termination of her membership.

18.03 One (1) employee at any one (1) time will be granted necessary time off duty with no loss of regular pay or benefits to participate in negotiations for the renewal of the Collective Agreement with the understanding that the shift schedule will be changed as needed to provide for their attendance at negotiations. Such changes shall not result in any overtime costs to the Employer and will be done through discussion with the Employees concerned. Should DSM/UFCW negotiations proceed at a separate table from the other Grace Hospital site negotiations, two (2) employees will be granted necessary time off duty with no loss of regular pay or benefits.

Prior to the commencement of negotiations, the Union shall supply the Employer with the name(s) of the employee representative(s) for negotiations.

Subject to the mutual agreement of the parties, the total number of employees referred to above may be altered, provided any additional

employees are on wage recovery. In such cases, the Union shall reimburse the Employer for salary, benefits and Manitoba Government Payroll Tax.

18.04 Shop Stewards and/or grievors shall suffer no loss of pay or benefits as a result of their involvement in the grievance or arbitration proceedings or labour board hearings related to the Employer.

18.05 The Employer agrees to deduct from the wages of each Employee covered by this Agreement, whether or not the Employee is a member of the Union, such union dues and initiation fees as are requested from time to time by the Secretary-Treasurer of the Union. Monies deducted by the Employer shall be forwarded to the Secretary-Treasurer of the Union, within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly electronic statement of the names and Social Insurance Numbers of the Employees for whom deductions were made and the amount of each deduction.

18.06 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.

18.07 The Union shall notify the Employer in writing as to the amount(s) of current Union dues, and such dues shall not be changed without one (1) month's prior notice, or more than twice in any calendar year.

18.08 The Union shall supply the Employer with a list of Union Representatives and Employees representing the Union and shall provide the Employer with a revised list from time to time as the occasion may require. The Employer shall recognize all Shop Stewards to deal with management in matters concerning the Collective Agreement.

18.09 The Employer shall allow the Union access to bulletin boards in locations accessible to all bargaining unit employees and shall further allow the Union to post notices of interest to Employees covered by this Agreement. The location of the bulletin boards shall be mutually-agreed to between the Employer and the Union and shall be situated in a prominent place.

The Employer reserves the right to request the removal of posted material if considered damaging to the Employer. Such request shall not be unreasonably denied.

18.10 Each year the Employer will calculate the amount of union dues deducted from the Employee's pay and shall indicate same on the T-4 for each Employee.

18.11 A representative of the Union will be granted up to thirty (30) minutes during the orientation of a new employee to familiarize her with the Union and this Agreement. A representative of management may choose to be present during such meeting.

18.12 (a) Union Leave

Based on operational requirements and upon at least four (4) weeks (or more if reasonably possible), prior written request to the Employer, an employee elected or appointed to represent the Union at a Convention or other Union function, which will include time away from work for full shifts only for union education and other mutually agreed upon leaves, shall be granted necessary leave of absence, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department / program / unit (or site where applicable) for this purpose.

The Employer will continue to pay the employee, subject to total recovery from the Union for payroll, benefits and related costs. The Union will provide the Employer with written confirmation of dates requested.

(b) Subject to four (4) weeks written notice of request, an employee elected or selected to a full-time position with the Union shall be granted an unpaid leave of absence for a period of up to one (1) year. Such leave shall be renewed each year, on request during her term of office, to a maximum of four (4) years.

18.13 Upon request from the Union, every six (6) calendar months, the Employer is to provide the Union with a seniority list within thirty (30) days of the request, including the following information about the employees in the bargaining unit: name, home

address, telephone number, classification, employment status (i.e. full-time, part-time, or casual), salary rate, date of employment and anniversary date. The Union will have forty-five (45) days in which to bring any alleged error to the attention of the Employer. The Employer will correct any errors so found.

18.14 The Employer agrees to cooperate with the full-time Union Representative visiting the premises to oversee that the provisions of this Collective Bargaining Agreement are implemented. Such visits will not be conducted in an unreasonable manner.

18.15 When the Union requires information regarding the classification, seniority, hourly rate of pay and fringe benefits that an Employee or group of Employees are receiving, the Employer will supply same to the Union.

19

ARTICLE 19 GRIEVANCE PROCEDURE

19.01 Any alleged contravention of the Agreement shall be considered a grievance

19.02 Any Employee, the Union or the Employer may present a grievance. Any grievance which is not presented within twenty-one (21)

calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

19.03 All grievances shall be submitted in writing.

19.04 The procedure for adjustment of a grievance by an Employee shall be as follows:

Step One: An Employee shall, within twenty-one (21) calendar days of the event giving rise to the grievance, attempt to resolve the grievance through discussion with his or her immediate supervisor outside the Bargaining Unit.

Step Two: If the grievance is not resolved to the affected Employee's satisfaction within the time period specified in Step One, the grievance may, within a further seven (7) calendar days be taken up with the Laboratory Manager or designate. The Laboratory Manager or designate will reply in writing to the grievance within a further seven (7) calendar days.

Step Three: If the grievance remains unresolved, the grievance may, within a further seven (7) calendar days be taken up with the Director, Human Resources or designate who shall reply in writing within a further seven (7) calendar days. An Employee may elect to be

accompanied or represented by a Union Representative at any stage of the grievance procedure.

A grievance filed by the Union or the Employer may be initiated at Step Two. Reference to Laboratory Manager or designate shall be replaced by full-time Union Representative in the event of a grievance filed by the Employer.

In Step Three, Director, Human Resources or designate shall be replaced by the President of the Union or designate in the event of a grievance filed by the Employer.

19.05 In the event of a claim that an Employee has been discharged or suspended without cause, the grievance may be submitted at Step Three.

19.06 Time limits specified here may be extended by mutual consent.

19.07 Where the Employer and the Union are unable to reach a settlement of a grievance, then either party may refer the matter to arbitration as set forth.

19.08 Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the agreement until such time as a grievance is settled.

ARTICLE 20 ARBITRATION PROCEDURE

20

20.01 If the Union and the Employer cannot reach a settlement then at the request of either party, the grievance shall be submitted to an arbitrator. If agreement cannot be reached within seven (7) calendar days in respect to the selection of an arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board who shall appoint an arbitrator.

Unless otherwise mutually-agreed to between the Union and the Employer, an arbitrator must hear and determine all matters in dispute within sixty (60) calendar days of his or her appointment.

20.02 The person selected as arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

20.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as s/he deems essential to a full understanding and determination of the issues involved. In reaching his/her decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision as soon as reasonably possible

20.04 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

20.05 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way she/he deems equitable.

20.06 The findings and decisions of the arbitrator shall be binding and enforceable on all parties involved.

20.07 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 Agreement.

20.08 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

20.09 In the interest of settling a grievance prior to an arbitration hearing either party may request that assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event that costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the mediation proceedings.

ARTICLE 21 PART-TIME EMPLOYEES

21

21.01 Part time employees shall be covered by all provisions of this Agreement, unless otherwise specified, and will receive a pro-rata share of salary, annual vacations, income protection credits and pre-retirement leave.

21.02 Part-time employees will be paid four point six-two (4.62%) percent of their basic rate of pay in lieu of time off on general holidays, or alternative time off. Such holiday pay shall be included on each regular paycheque, and is in addition to payment for time worked on a general holiday.

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

work additional available shifts or hours, shall accrue vacation pay on the additional available shifts or hours worked. Additional vacation time off does not accrue on additional available shifts or hours worked. Vacation pay earned as a result of working additional available shifts in accordance with Article 21.04 shall be paid out when the employee takes their vacation, or at one other time during the year at the employee's request, but in no event later than April 30th of each year.

21.04 Part-time employees who make it known to the Employer, in writing, that they are willing to work occasional additional shifts shall be given preference for such shifts **at their site** over casual employees, **provided such written notice is provided prior to the shift being awarded to a casual employee.** However, such shifts shall not be construed as a change of shift or a callback provided that the part-time employee has worked less than the hours of work outlined in Article 7 (Hours of Work and Shift Schedules).

Part time employees who are offered and decline extra available shifts, are not entitled to make any claim for that shift over other part time employees to whom the shift was subsequently awarded to.

This article does not apply to overtime hours of work.

- 21.05 (a) A part time employee reporting for work as scheduled who is sent home because of lack of work shall receive pay for the scheduled hours not worked.
- (b) A part time employee reporting for work at the Employer's request in the event of an unforeseen staff shortage shall be paid no less than three (3) hours at her basic rate.

ARTICLE 22 SAFETY AND HEALTH

22

22.01 The Employer shall provide and maintain lab coats or jackets and special or protective work clothing which are required to be worn on duty. All such items remain the property of the Employer, and when no longer required must be returned by the employee.

22.02 In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation, providing established departmental procedures and policies have been followed.

22.03 The Employer shall make adequate provision for the safety and health of Employees during working hours.

The Employer agrees that there will be at least one (1) employee and one (1) alternate employee who are bargaining unit members on the Hospital's Joint Labour Management Safety and Health Committee.

22.04 **The parties agree to abide by the Workplace Safety and Health legislation, in all respects, including employee's right to refuse to do dangerous work.**

22.05 The parties agree to abide by the Workplace Safety and Health legislation, in all respects, including employee's right to refuse to do dangerous work.

22.06 The Employer agrees to recognize the UFCW Training Centre Health and Safety Courses as being applicable to the minimum two (2) days training per year per Health and Safety Committee member.

23

ARTICLE 23 HEALTH AND WELFARE

23.01 **Dental Plan**

The parties agree that the Health Employees Benefit Plan (HEBP) sponsored dental plan shall continue to remain in effect on a 50/50 cost shared basis for the life of this agreement.

23.02 Medicare Premiums

It is agreed that if MHSC premiums are introduced during the life of this Agreement, the parties will meet to discuss and decide on an equitable sharing of the cost of these premiums.

23.03 Disability & Rehabilitation Plan

1. The Employer agrees to participate in the HEB Disability and Rehabilitation (D&R) Plan. The benefit levels will be as stipulated in the D&R Plan. The Employer will pay the D&R premium to a maximum of 2.3% of base salary. The parties agree that income protection credits and Workers Compensation benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, and subject to the approval of the employees' application for D&R benefits by HEB, the employee may commence drawing disability benefits. It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection benefits for the period of time not to exceed this elimination period, and payment of accrued income protection within the elimination period represents the maximum amount of income protection available to the employee regardless of the dispensation

of the D&R application or the status of the D&R application on the 120th calendar day. An employee may not utilize income protection contiguous to the date of termination of D&R coverage.

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

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

23.04 Pension Plan

Every eligible employee shall, as a condition of employment, participate in the HealthCare Employees Pension Plan. Contributions and benefits shall be in accordance with the provisions of the Plan.

23.05 Health Spending Account

A Health Spending Account will be provided in accordance with the terms and conditions of the HEB Manitoba plan.

ARTICLE 24 PRE-RETIREMENT LEAVE

24

24.01 A full-time employee who retires at or after age fifty-five (55) with ten (10) or more years of service, or at any time due to permanent disability or where the sum of the employee's years of age and length of continuous employment total eighty (80) or more ("Magic 80") shall be granted four (4) days of paid pre-retirement leave per year of service or portion thereof. **Where an employee takes pre-retirement leave as salary continuance, pre-retirement leave will accrue during the salary continuance period. This final pre-retirement leave entitlement will be paid to the employee with their final salary payment.**

24.02 Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rata portion of pre-retirement leave based on their actual hours worked as compared to those of a full-time employee.

24.03 Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total length of continuous employment as at the date of retirement.

24.04 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date is reached.

Where the employee chooses to take a lump sum payment the last day worked shall be considered the retirement day and benefits shall cease on that day.

Where the employee chooses to take pre-retirement leave as a continuation of salary until the scheduled retirement date, all benefits shall continue until that date.

24.05 Where an employee is entitled to pre-retirement leave in accordance with this article, and the employee dies prior to receiving this benefit, the benefit shall be paid to his/her estate.

ARTICLE 25

DISCIPLINE & DISCHARGE

25

25.01 No employee shall be disciplined or discharged without just cause.

25.02 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reason for considering such action unless he is a danger to himself or others. The employee shall be accompanied by a Union Representative and/or a Shop Steward, unless the employee specifically declines Union representation in writing. The Employer agrees to contact the Union Representative to establish an appropriate time, date and location of the meeting. A copy of the written declining of representation will be faxed to the Union within two (2) working days of receipt.

25.03 Employees shall be notified in writing of the grounds for discipline or dismissal. The Union shall receive a copy via fax within twenty-four (24) hours of the notification to the employee, unless the employee specifically instructs the Employer not to provide such a copy in writing and such written instruction to be faxed to the Union within two (2) working days of receipt.

The affected employee, and the Union shall be given a copy of any disciplinary notice which

is to be entered on an employee's personnel file. In all cases of discipline, the Employer shall notify the affected employee, and the Union in writing, of the exact reasons for taking such action. Any such notice of discipline shall be given to the affected employee who is involved, and the Union, immediately.

25.04 Employees shall be shown any adverse report concerning their performance or conduct, and their comments or reply shall also be recorded in their personnel file. Upon request, employees shall be given copies of such documents. If the employee regards the report to be inaccurate, the employee may also initiate a grievance requesting its correction or removal from his/her file.

25.05 An employee who considers herself to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 19 Grievance Procedure.

25.06 An employee may examine her personnel file upon request. Only one such file shall be maintained. Upon request, an employee shall be given a copy of any document placed in her personnel file.

25.07 The Employer agrees not to introduce as evidence any derogatory entry from the employee's file at any hearing unless the employee has previously been made aware of its contents at the time of filing or a reasonable time thereafter.

ARTICLE 26 JOB SECURITY

26

26.01 In the event of a layoff, employees other than probationary and temporary employees shall receive notice or pay in lieu of such as follows:

- (a) Two (2) weeks' notice for layoff of up to eight (8) weeks.
- (b) Four (4) weeks' notice for layoff of more than eight (8) weeks

A layoff shall be any reduction in the work force, or any permanent reduction of an employee's normal hours of work due to lack of work.

26.02 When a layoff becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification, subject only to more senior employees being qualified, competent and willing to perform the required work.

26.03 In the event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent.

26.04 An employee whose position is being deleted in accordance with Article **26.03**, or who is being laid off in accordance with Article **26.02** will be entitled to exercise seniority rights, subject to her being qualified, competent and willing to perform the required work, to displace a less senior employee in an equal or lower occupational classification. Any

employee thus displaced shall be entitled to a like exercise of seniority rights, with the employee or employees who are finally displaced by the exercise of this subsection being considered laid off, and subject to recall as outlined below.

26.05 An employee who is demoted due to a reason other than unsatisfactory performance shall continue to be paid her current basic salary until the rate for the classification to which she was demoted exceeds her current rate. The application of this provision as it relates to the layoff/recall procedure shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches her level of salary whichever occurs first.

26.06 An employee who exercises her seniority rights shall be entitled to a four (4) week familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, she shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.

26.07 To qualify for recall, it shall be the responsibility of the employee to keep the Employer informed in writing of her current address and phone number.

26.08 Employees on layoff are to be recalled in order of seniority to available positions in equal or lower paid occupational classifications, to a maximum of their E.F.T. at the time of layoff, subject to their being qualified and competent to perform the work. Such right to recall shall be exercised before an employee is hired or any other less senior employee is hired into such position.

26.09 Such recall shall be made by registered mail, and shall provide for two (2) weeks notice to report back to work. The employee is required to contact the Employer within one (1) week of such notice, confirming her intention to return to work as scheduled. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause shall be considered terminated.

26.10 An employee recalled to work in a different department, or different classification from which she was laid off shall have the right to return to the position she held prior to the layoff should it become vacant within one(1) year of being called back and such vacancy shall not be subject to the job posting procedure.

26.11 Technological change shall mean the introduction by the 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) calendar 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 repercussion on employees.
- b) The negotiations of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- c) If the Union and the Employer fail to agree upon measures to protect the employees from and adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

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

26.13 Where new or greater skills are required than are already possessed by affected employees under the present method 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.

- 26.14 a) If the Employer sub-contracts work or introduces technological change which results in the displacement of a number of employees, the Employer shall guarantee alternate employment to all employees with three (3) or more years of continuous service with the Employer. Where the alternative employment is of a lower paying classification, the employee shall continue to receive the salary of the higher paid classification until the salary of the lower paid classification passes that of the higher classification. The application of this provision shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches her level of salary whichever occurs first.
- b) Any employee with less than three (3) years of employment to whom the Employer cannot offer alternative employment shall receive severance pay

on the basis of one (1) week per year of service.

26.15 Supervisors and other employees of the Employer whose positions are not classified within the bargaining unit shall not work on a regular and recurring basis on duties and responsibilities which have been determined as being solely within the bargaining unit except in the case of education or emergency or where there is mutual agreement between the parties to do so. The parties agree that past practices in effect on date of ratification, shall be deemed to have received mutual agreement in this regard. The parties further agree that the provisions of this Article shall in no way supercede the provisions of the Memorandum of Understanding RE: Transfer of Service/Mergers/Amalgamation/Consolidation

26.16 Notwithstanding Article 21.04, employees laid off, or who have had their work reduced in accordance with Article **26.01**, and who have made their availability for additional available shifts known to the Employer in writing, shall be given preference for such shifts, over part-time and casual employees, up to their EFT prior to layoff or reduction of hours, provided they are qualified, competent and willing to perform the required work.

The employee shall be given such preference for available shifts until a position becomes available that is an equal or greater EFT than their last previous position, or for the duration of 6.03(d). whichever occurs first.

Should the employee not work the entire shift for any reason, the employee will be paid for the hours actually worked.

In the event that the employee accepts available shifts in accordance with the above, the provision of the Collective Agreement shall be applicable except as modified hereinafter:

- a) Vacation pay shall be calculated in accordance with Article 1104, and shall be paid at the prevailing rate for the classification, at the employee's step on scale prior to layoff, on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay;
- b) Income protection accumulation shall be calculated as follow:

Additional available hours <u>worked by the laid off employee</u>	Entitlement of a X full-time employee
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Full-time hours

- c) In the event that the layoff is longer than twenty-six weeks, seniority will be calculated in accordance with regular hours worked;
- d) The Employee shall be paid four point six two percent (4.62%) of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque;
- e) Participation in benefit plans is subject to the provisions of each plan.
- f) Any period of time during a layoff when

the employee works additional available shifts or works in a term position shall not extend the five (5) year period referenced in Article 6. However, an employee on layoff who is recalled into a term position shall retain her right to be recalled into a permanent position while working in the term position.

26.17 The Employer agrees to notify the Union in advance, of all matters which significantly affect the security of employment or major working conditions of members of the bargaining unit.

26.18 Secondment is a temporary transfer of an employee(s) from one Employer to another Employer, the terms of which shall be negotiated with the union.

27

ARTICLE 27 NON-DISCRIMINATION

27.01 **The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba nor by reason of her membership or non-membership or activity in the Union.**

27.02 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 resolving such problems should they arise. **It is further agreed that both parties will work together to ensure that employees are aware of the Employer's Respectful Workplace Policy.** Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.

27.03 No form of employee abuse will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them as soon as possible. Any employee who believes a situation may become or has become abusive shall report this to the immediate supervisor. The Employer shall notify the Union as soon as possible after the receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction for the parties. Situations involving abuse shall be treated in a confidential manner by the Employer, the Union and the employee(s).

ARTICLE 28

PERFORMANCE APPRAISALS

28

28.01 When performance appraisals are conducted, the following guidelines shall apply:

- a) Performance appraisals shall be in writing and the contents shall be discussed with the employee;

- b) the employee shall sign the performance appraisal for the sole purpose of indicating that she is aware of its contents;
- c) the employee shall have the right to add comments to be attached hereto;
- d) the employee shall be given a copy of the performance appraisal.

28.02 If the employee regards the report or evaluation to be inaccurate, unfair or unreasonable, she may also initiate a grievance requesting its correction or removal from her file.

29

ARTICLE 29 NOTICE OF TERMINATION

29.01 Four (4) calendar weeks' notice of intention to terminate employment exclusive of any vacation due, must be given in writing by the party initiating the termination.

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

- a) by mutual agreement between the Employer and the employee
- b) during the employee's probationary period
- c) where an employee is discharged for just cause.

ARTICLE 30 COMMITTEES

30

30.01 The Employer will maintain an Employee/Management Advisory Committee with equal representation from Management and employees. This Committee shall meet at the request of either party, for the purpose of discussing matters of concern to either party. The parties shall co-chair this committee and shall chair alternate meetings.

30.02 This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication within effect in the Facility.

30.03 Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the Union to attend meetings of: the Workplace Health and Safety Committee, the Employee\Management Advisory Committee and any other joint committee which is created by the mutual agreement of the Union and the Employer, and to which the Union is required to appoint representatives.

30.04 Any parking expenses incurred by an Employee when attending an Employer authorized meeting off premises, will be reimbursed at full cost.

ARTICLE 31 JOB SHARING

31.01 When a position is posted, two (2) or more employees may apply to share that position. The decision to allow two (2) or more employees to split a position rests solely on the Employer who will consider the needs of the area.

- (1) the employees shall be granted part-time employment status, and shall earn benefits as provided for under the Collective Agreement.
- (2) in the event that one (1) of the employees sharing a position is absent, e.g. sick leave, vacation, leave of absence, etc., the employee(s) sharing the position may be required to assume those shifts.
- (3) in the event that one (1) of the employees sharing a position resigns and the Employer's decision is to allow this position to remain a job share position, the position will be posted as with the following wording noted on the job posting:

This position is currently being filled by two (2) or more employees working part-time. The remaining employee(s) wish(es) to continue working her/his portion of the rotation and s/he will be allowed to do so if another employee is willing to work the other portion of the rotation. If you wish to apply for

the other portion of this rotation, please apply in the normal manner stating same.

- (4) providing there is another employee willing to share the rotation, the remaining employee will be maintained in the shared position.
- (5) if the Employer's decision is to no longer allow this position to remain as a job sharing position, or if no employee(s) is willing to share the rotation with the remaining employee(s), the posted position will be offered to the remaining employee(s) and will be granted to her if s/he wishes to accept the position. If the remaining employee(s) refuses to accept the position, the position may be offered to the most suitable candidate applicant for the job posting. The remaining employee(s) will then be offered any part-time position for which s/he is qualified, that is currently vacant and if none is available, s/he shall be dealt with in accordance with the layoff provisions of this Collective Agreement
- (6) if no employee is willing to share the rotation with the remaining employee(s), the posted positions will be offered to the remaining employee(s) as per the original EFT position.

ARTICLE 32 CASUAL EMPLOYEES

32.01 Casual Employee-means an employee who is called in occasionally by the Employer to:

- (i) replace a full time or part time employee, or
- (ii) to supplement regular staff coverage in situations of unforeseen staff shortages.

The terms of this Collective Agreement shall not apply to casual employees except as provided below.

- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
- b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
- c) Casual employees shall be entitled to shift premium as outlined in Article 10. (Shift Premium and Weekend Premium)
- d) Casual employees required to work on a recognized holiday, including Remembrance Day, shall be paid at the rate of time and one half (1.5X) their basic rate of pay.
- e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 8 (Overtime).

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- f) Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article respecting meal periods and rest periods shall apply to casual employees. In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.
 - g) The Employer agrees to deduct Union dues from casual employees in accordance with Article 18. (Union security)
 - h) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at her basic rate of pay.
 - i) Casual employees placed on Standby shall be entitled to compensation in accordance with Article 9 (Standby).
 - j) Articles 19 and 20, Grievance and Arbitration contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.
 - k) Casual employees shall be entitled to retroactive salary increases on the same basis as full time and part time employees.
 - l) Effective July 17, 2000, casual employees shall accrue seniority for hours worked only for the sole purpose of applying for a job posting relative

to other casual employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.

- m) Casual employees shall receive increments on the basis of one (1) increment upon completion of the full-time equivalent hours, in accordance with Article 701. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.

33

ARTICLE 33 CAREER DEVELOPMENT

- 33.01 (a) The Employer and the Union mutually recognize that additional and continuing education of employees is desirable as a means of enhancing patient care and improving the effectiveness of employee performance.
- (b) Leave of absence with or without pay may be granted for educational programs approved by the Employer subject to the following conditions:
 - i) Leave with salary may, at the discretion of the Employer, be

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- granted to employees who apply for leave to take an educational course recognized by the Employer, in order to perform current or anticipated duties more effectively.
- ii) Application shall be made in writing to the Employer, including a description of the course or courses to be taken; and the duration of leave applied for, subject to the terms of this Article.
 - iii) When an employee qualifies for leave with salary in accordance with B(i) above she shall be paid such portion of her salary not exceeding ten (10%) percent thereof for each full year of service to a maximum of seventy-five(75%) of full salary.
 - (iv) Education leave of over one (1) year, is subject to annual review.

33.02 During the life of this Agreement, the Employer will attempt to provide the equivalent of five (5) days of inservice education for each employee, during the regular work hours.

33.03 Where an employee is required to prepare presentations on behalf of the Employer for any conference, workshop or seminar, all pre-authorized time spent by the employee on preparing such presentations shall be considered to be time worked.

33.04 If an employee takes a course outside of working hours and if before the employee takes the course her supervisor indicates the course is relevant to her employment, the employer will reimburse the employee for the tuition fee to a limit of \$200 **per year** upon successful completion of the course. Proof of successful completion will be required.

34

ARTICLE 34 TERM OF AGREEMENT

34.01 This agreement and all its provisions shall be effective April 1, **2014**.

34.02 **This Agreement shall be in full force and effect until March 31, 2018, and thereafter until a revised Collective Agreement is executed or this Agreement is terminated by two (2) weeks written notice by either party.**

34.03 This Agreement may be amended during its term by mutual agreement.

34.04 Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing of it intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date hereof.

34.05 If notice is not given under Article 34.04, within thirty (30) days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one (1) year.

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

SIGNED THIS 1st DAY OF May, 2016.


FOR THE UNION:







FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #1

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: PART-TIME EMPLOYEES OCCUPYING MORE THAN ONE POSITION

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

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

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- the arrangement result in a violation of this Agreement or additional cost to the Employer.
 2. At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT
 3. Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time (i.e. the status will not be converted to full-time), and the employee will be considered part-time, unless otherwise specified in this Section.
 4. All salary and benefit plans shall be applied on the basis of all regular hours worked.
 5. Seniority, vacation, income protection and retirement bonus shall be accrued on the basis of regular hours worked.
 6. Request for scheduling of such absences as vacation, paid or unpaid leaves of absence shall be submitted to each department/site supervisor/manager and will be considered independently based on the operational requirement of each department/site.
 7. Employees taking on an additional position will be subject to a ninety (90) day trial in accordance with Section 6.12.
 8. Where an approved arrangement is subsequently found to be unworkable by the Employer, upon two (2) weeks written notice, the affected employee will be required to relinquish one of the positions occupied. The employee shall have the option of being offered additional available shifts in the same occupational classification and at the same site where the position was relinquished and in the same manner as other employees are offered such shifts, Such preferential

consideration shall apply for a period of one (1) year or until such time as the employee secures an alternate position, whichever occurs first.

9. Where an approved arrangement is later found to be unworkable by the employee, s/he shall be required to give two (2) weeks written notice, exclusive of vacation that s/he wishes to relinquish one of the positions held.
10. Where a part-time employee has worked more than one (1) position for one (1) year or more, the employee will be entitled to apply to have the position combined.

**IN WITNESS WHEREOF, THE PARTIES HERETO
HAVE DULY EXECUTED THIS LETTER OF
UNDERSTANDING.**

SIGNED THIS 15th DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #2

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: EMPLOYMENT SECURITY

Whereas the Employer is concerned with its employees' employment security, and

Whereas the Union is concerned with its members' employment security, and

Whereas within the Province of Manitoba health care reform continues to be explored, and

Whereas there may be a need to examine the delivery of health care within the facility, and

Whereas, there may be a need to examine the current complement of employees covered by the provisions of the Collective Agreement.

1. It will be incumbent upon the Employer to notify the Union, in writing, at least

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- ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of employees covered by the provisions of this Collective Agreement.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the above.
 3. The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after the above.
 4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
 5. In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, the Employer will make every possible effort to reassign the employee(s) affected to an equivalent position within the facility. The Layoff and Recall provisions of the Collective Agreement will apply where reassignment is not possible.
 6. In the event of #5 above occurring or in the event of the closure of a facility,

and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of employees.

7. The Employer will also co-operate with other facilities, with the Labour Relations Secretariat, and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

**IN WITNESS WHEREOF, THE PARTIES HERETO
HAVE DULY EXECUTED THIS LETTER OF
UNDERSTANDING.**

SIGNED THIS 15th DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #3

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

**RE: TRANSFER OF SERVICE/MERGERS/
AMALGAMATION/CONSOLIDATION**

Applicable to all Employers;

The following sentence applicable only to HSC, ST. Boniface, Concordia, Misericordia, Seven Oaks, Grace and Victoria:

“The following provisions DO NOT apply to transfer of services/mergers/amalgamation/consolidation between any of the Employers within the Winnipeg Regional Health Authority”

WHEREAS the way services are provided by the

Employer may change as a result of continuing health reform initiatives;

AND WHEREAS the above initiatives may impact upon the employment security of employees covered by this Agreement;

AND WHEREAS the Employer and the Union desire to assist employees who may be directly impacted by such initiatives

IT IS THEREFORE AGREED THAT:

- i) The Employer will provide all relevant information to the Union in a timely manner as it becomes available.
- ii) The Employer and the Union will meet to discuss matters of mutual concern and agree to make every effort to examine all possible options, including, but not limited to redeployment issues.
- iii) For the purpose of application of Article 25 should the Employer:
 - 1. merge or amalgamate with another service provider; or
 - 2. centralize or consolidate with another service provider; or
 - 3. transfer or combine any of its operations or functions to another service provider; or
 - 4. take over any of the functions of another service provider; it will not be considered contracting out or sub-contracting out.
- iv) During the period of notice given under

the Employment Security Letter of Understanding, employees potentially affected by the impending alternation of service will be entitled to portability of benefits between the employers identified as signatories to this Letter of Understanding. Should the receiving employer not be signatory to this Letter of Understanding, the receiving employer will be encouraged to honour a like portability of benefits.

For the employees who have been successful in obtaining a position at a facility who is a signator to this Letter of Understanding, the following shall be portable:

- 1) Accumulated income protection benefits/sick leave credits recognized by the last employer shall be credited by the new Employer.
- 2) Length of employment applicable to rate at which vacation is earned shall be recognized by the new employer.
- 3) Length of employment for purpose of qualifying to join benefit plans, e.g. two (2) year pension requirement.
- 4) Salary treatment:
 - a) if the range is identical, then placed step-on-step;
 - b) if the range is not identical,

then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of porting.

- 5) Length of employment applicable to pre-retirement leave shall be recognized by the new Employer.
- 6) Upon hire of an employee, the receiving Employer agrees to confirm in writing to the employee all benefits which were ported from the sending Employer.
- 7) Benefits superior to those provided by the new Collective Agreement shall not be portable.
- 8) Hours of service since last increment is not portable for purposes of calculating next increment if applicable.
- 9) Salary and vacation earned to date to be paid out by sending Employer.
- 10) Banked time including overtime bank, stat bank, to be paid out by sending Employer.
- 11) Seniority.

APPLICATION

IT IS AGREED THAT:

- I) When it is known that programs or

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- services will be transferred, consolidated, merge, or amalgamated, the Employers shall determine the number of staff required by Classification.
- II) Qualified employees within the transferring program or service will be given the opportunity to move with the program on the basis of seniority.
 - III) If more staff wish to move than are required for the program or service, staff from the sending Employer(s) will be selected on the basis of seniority in effect at the sending Employer's on the date of the notice being completed
 - IV) If there is insufficient staff volunteering to move, the receiving Employer(s) will fill the remaining vacancies by posting or recall provisions.
 - V) Employees who transfer in accordance with this memorandum, retain seniority, service and other portable benefits if applicable or in accordance with the Letter of Understanding on Re-deployment Principles, and will be treated in all respects as if they have always been employees of the receiving Employer.
 - VI) The receiving Employer will provide an orientation for the transferred employee of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of

supplies and equipment, and fire and disaster plans.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING:

SIGNED THIS 1st DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



LETTER OF UNDERSTANDING #4

REDEPLOYMENT PRINCIPLES BETWEEN PARTICIPATING EMPLOYERS - LISTED IN APPENDIX "A" AND PARTICIPATING UNIONS - LISTED IN APPENDIX "B"

1. PURPOSE:

1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.

1.02 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the Unions involved and shall be supplementary to same.

1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.

1.04 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned Unions and employers.

1.05 For the purpose of this Letter of Understanding “receiving agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/ employees. Conversely, the “sending agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.

1.06 All particulars of job opportunities at receiving facilities will be made available to the Unions as they become known to the above-mentioned employers.

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

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

2. SENIORITY:

2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.

2.02 Employees without a Collective Agreement shall not have seniority rights.

2.03 Transfer of Seniority: The affected employer(s) and affected union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

3. TRIAL PERIOD:

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

4. NEW AND VACANT POSITIONS:

4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/Unions.

4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving facility with a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Central Redeployment Lists.

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

The following provisions shall apply in filing the vacancy.

- (a) Employees on the Central Redeployment List shall be listed in order of seniority (as per “sending” Collective Agreement(s));
- (b) Subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the

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- above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
- (c) Seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
 - (d) In assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
 - (e) Receiving facilities job description applies vis-a-vis qualification requirements;
 - (f) Once an employee has been permanently redeployed and has completed the trial period with a receiving Employer, she/he shall relinquish any recall rights to her/his former Employer unless she/he is laid off from the receiving Employer. Should an employee be laid off from the receiving Employer, she/he will be placed back on the recall list with the sending Employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment Lists. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending Employer and the original receiving Employer.

5. TRANSFER OF SERVICE/MERGER/ AMALAGAMATION:

5.01 In the event of a transfer(s) of service/merger/amalgamation, the affected employer(s) and Unions

shall meet to determine whether employees should have the opportunity to move with the service or department to the receiving facility, to the extent that such positions are available.

6. PORTABILITY OF BENEFITS:

The following benefits are portable:

6.01 Accumulated income protection benefits/sick leave credits.

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

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

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

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

6.06 Salary Treatment -

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

NOTE: No red-circling provision except for Deer Lodge Centre employees who were guaranteed provisions as

contained in the "Transfer Agreements" for the 1983 and 1987 transfer from federal to provincial jurisdiction and for whom the red circling provisions were in place prior to the inception of the Letter of Understanding.

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

7. OTHER CONDITIONS:

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

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

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

8. TRAINING:

8.01 The parties agree that provision for training will be dealt with by the Joint Provincial Labour Adjustment Committee.

9. DURATION OF LETTER OF UNDERSTANDING:

9.01 This Letter of Understanding shall be in full force and effect for a 12 month period commencing date of signing. In the event that any one of the parties signatory of this Letter of Understanding wishes to terminate its

participation in this Letter of Understanding it shall give sixty (60) days written notice to the other parties.

10. APPEAL PANEL:

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

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

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

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

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

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

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

The Letter of Understanding on Redeployment Principles represents a tentative agreement reached November 24, 1992, in a Committee representing Employers and Unions listed in Appendix "A" and "B" respectively.

This Letter of Understanding is subject to ratification by Employer and locals/bargaining units.

Person taking VISIP, Retiring and receiving pension is not eligible for mobility rights.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING:

SIGNED THIS 15th DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #5

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: PROVINCIAL HEALTH CARE LABOUR ADJUSTMENT

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS 15th DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #6

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: RETENTION/RECRUITMENT COMMITTEE

The parties agree to establish a Retention/Recruitment Committee relative to the allied health/professional/technical component, the purpose of which shall be as follows:

1. To consider and make recommendations on recruitment strategies, including but not limited to identification of high demand professions, consideration of unique regional challenges, promotion of allied health professions, etc.

-
2. To consider and make recommendations on retention strategies, including but not limited to training, retraining, and continuing education, professional development, career laddering, etc.
 3. To identify and pursue funding for retention and recruitment strategies.
 4. To promote professional and facility accreditation standards.

Membership in the Committee will consist of an equal number of representatives of each party, the number of which is mutually agreed.

The Committee shall meet as frequently as mutually agreed to by the parties. Other persons may be invited to participate as mutually agreed.

**IN WITNESS WHEREOF, THE PARTIES
HERETO HAVE DULY EXECUTED THIS
LETTER OF UNDERSTANDING.**

SIGNED THIS 15th DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #7

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: IMPACT OF RATE PAY REDUCTION ON PENSION PLAN

WHEREAS the Collective Agreement calls for a reduction in rate of pay.

AND WHEREAS, the parties hereby agree that no employee's pension benefit shall be negatively impacted as a result of these reductions;

THEREFORE, the parties further agree that every employee who receives a benefit at a time when her average earnings calculation includes part or all of the period from January 15, 1997 to March 31, 1999 shall have that benefit calculated by using notional

earnings. Notional earnings are those earning the employee would have received had there been no reduction in paid hours. Any additional costs for this adjustment shall be absorbed by the resources of the pension plans.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS 15th DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #8

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: EDUCATIONAL DEFERRED SALARY LEAVE PLAN (Hereinafter referred to as EDSLPL)

—

The parties hereto agree that the following conditions shall apply to the implementation and operation of the EDSLPL.

1. That the EDSLPL will be reviewed thirty (30) months from its implementation date and every twenty-four (24) months thereafter by the Employer and the Union.
2. That the EDSLPL shall be self-sustaining and the Employer shall not incur any costs whatsoever as a result of participating in the Plan.
3. That the EDSLPL must comply in all respects with all Revenue Canada

-
- guidelines.
4. That the Union shall save the Employer harmless from any claims whatsoever from any participants enrolled in the EDSL P which might result from the non-remittance of monies collected in accordance with the Plan nor from any shortfall in the funds from time to time required to be paid to any of the participants in the Plan. It is agreed that remittance of all monies to the Plan, in Trust, is to be forwarded immediately following each payday to the carrier of the Plan in Trust.

Terms of Reference of the EDSL P

Eligibility: Any employee, excluding casual employees, covered by the Collective Agreement between the Employer and the Union may apply for participation in the EDSL P following completion of the employee's probationary period as outlined in the Collective Agreement. It is expressly understood that participation in the EDSL P does not constitute a commitment being made by the Employer regarding future approval of a leave of absence.

The Plan:

The E.D.S.L.P. is implemented for the sole purpose of providing a method of remuneration to Plan participants during formal educational leaves of absence (LOAs) for periods in excess of six (6) months.

Contribution/Enrolment Form:

- a) On filling out the enrolment form for membership, the participant shall indicate the amount of the participant's earnings which is to be deferred and remitted by the Employer to the Plan, in Trust. The amount shall not be less than five (5%) percent and not more than thirty (30) percent of gross regular earnings as at the time of application. The biweekly amount shall be rounded to the next higher dollar.
- b) The amount to be deferred in Trust may be changed once annually (date to be determined by the Employer).
- c) The participant shall indicate on the enrolment form the date when it is anticipated that the participant will be requesting a leave of absence in accordance with the terms of reference of the Plan.
- d) The participant shall keep the Employer informed on an ongoing basis as to his/her plans in regard to the educational program in order to assist the Employer in attempting to make arrangements for his/her potential absence.

Leave of Absence

- a) It is agreed between the Employer and the Union that, for the purpose of the EDSLP, the provisions of the Collective

Agreement regarding application for leaves of absence shall make application for the LOA at least two (2) months prior to the first day of the participant's requested LOA.

- b) Requests for LOA under the EDSLP shall include a description of the course of studies to be pursued. The duration of the program, and the name of the institution offering the program.
- c) Each request for a LOA under the EDSLP will be reviewed on an individual basis and shall not be unreasonably denied.
- d) In the event that more than one participant applied for a LOA under the EDSLP for part of or all of the same period of time and where only one participant's requested leave can be granted, seniority as defined in the Collective Agreement shall be the governing factor in determining which participant's LOA shall be granted.
- e) A participant having received approval for a LOA and who voluntarily transfers or is promoted to another position, may have the leave honoured depending on the operational requirements of the new work area.
- f) In the event that the participant's educational leave results in his/her being qualified to work in another classification covered by the Collective Agreement, it is understood that the participant will

be placed in such classification only after being the successful application for a posted vacant position within that classification.

Both parties agreed to delete this MOU effective March 31, 2018, in the event that this provision has not been utilized during the life of this Collective Agreement. April 1, 2014 to March 31, 2018.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS 15th DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #9

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

WHEREAS the parties have moved to standard sectoral language to the greatest degree possible, and

WHEREAS current practices may not specifically comply with that standard sectoral language,

The employer assures that it has no intention to make wholesale changes to current practice expressly on the basis of "standard" collective agreement language being now contained in this collective agreement.

Should changes to practice be required due to organizational or operational initiatives, the employer agrees to meet with the affected employees and to outline the rationale for such change to practice.

The above applies to the following:

<u>Article #</u>	<u>Provision</u>	<u>Appliesto:</u>
6.08	allocation of part-time shifts	all departments
11.07	vacation (unbroken period, blocks or single days)	all dept
Memo of Understanding	weekends off	Laboratory

1. Article 6.08 - the practice of allocating additional available shifts to part time employees by seniority will continue.

2. Article 11.07 – the practice of employees choosing to break up their vacation into blocks or single days will continue.

3. MOU – the parties agree to continue the current practice for scheduling weekend work for full time employees by monthly rotation.

The parties agree that the terms of this MOU will cease to be in effect and shall be deleted from the collective agreement April 1, 2018.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS 15th DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #10

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

Representative Workforce

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

- (a) Develop strategic initiatives and programs that:
 - 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;
- (b) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce;
- (c) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.

IN WITNESS WHEREOF, THE PARTIES HERETO
HAVE DULY EXECUTED THIS LETTER OF
UNDERSTANDING.

SIGNED THIS 15th DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #11

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

Re: EMPLOYEE/MANAGEMENT ADVISORY COMMITTEE

The parties agree to utilize the existing Employee/Management Advisory Committee (Article **30**) to discuss, review and make recommendations relative but not limited to:

Staff recruitment and retention,
Training, retraining and continuing education,
Program Management,
Efficiency of equipment utilization,
Program delivery and new program implementation,

Ongoing communications,
Professional practice issues,
Job enrichment,
Orientation,
Workplace security,
Unresolved issues relating to workload,
staffing or shift schedule.


Union representatives shall be entitled to attend meetings as part of the employee delegation. Minutes shall be kept and distributed to members.

The parties further agree that the committee may request assistance from other resources such as financial staff or representatives of other agencies or organizations when dealing with issues.


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

SIGNED THIS 15th DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #12

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: OVERPAYMENTS

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

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

period during which the overpayment was made unless otherwise agreed between the Employer and the employee.


- d) **An under deduction shall not be deemed an overpayment. In order to maintain continuity of benefits under deductions will be corrected as soon as possible with the employer and employee making their required contributions. In the event of a significant underpayment on behalf of the employee, the Employer will work with the employee to establish an appropriate repayment schedule.**

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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS 15th DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #13

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: PROVINCIAL HEALTHCARE SECTOR PROFESSIONAL/TECHNICAL COLLECTIVE BARGAINING

With regard to provincial healthcare collective bargaining to conclude a renewed collective agreement(s) in respect of the March 31, 2013 expired collective agreement the following will apply:

- 1. The Memorandum of Settlement, attached hereto, containing all negotiated amendments shall form the basis of a renewed collective**


agreement for the period April 1, 2014 to March 31, 2018.

2. In addition, should subsequent collective agreements covering Professional/Technical employees as represented by the MGEU (Professional/Technical central table) or MAHCP (central table) provide for a higher salary range for any classification than that negotiated for the same UFCW classification, such higher salary range will be applied to the same UFCW classification effective the same date. This applies to collective agreements with expiry date of March 31, 2018

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS 1st DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



MEMORANDUM OF UNDERSTANDING #14

BETWEEN:

DIAGNOSTIC SERVICES OF MANITOBA, INC. (DSM), carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

Notwithstanding Article 6 the EFT of a part-time employee may be increased in accordance with the following process:

The parties agree that it may be of mutual benefit to the employees and the Employer to allow part-time employees, who request to do so, to increase their EFT.

- a) Requests to permanently increase EFT's shall be made in writing by part-time employees at a date determined by the Employer. The employees shall indicate the maximum EFT to which they wish to increase.
- b) An employee may increase her/his EFT up to a 1.0 EFT.

-
- c) In considering requests, the Employer in consultation with the union shall consider such factors as current EFTs, shift assignments, shift schedules, the department/program(s) needs and the requirements of Article 7. If the requests by employees within a department/program exceed the availability within that department/program as determined by the Employer, the Employer shall offer in order of seniority. The final determination shall be made no later than sixty (60) days after receipt of all written requests as outlined in (a).
 - d) A part-time employee shall not be permitted to increase her/his EFT while other employees are on layoff from that department/program unless such laid off employees have been recalled or have declined recall.
 - e) Where any request to change EFT has been approved, the Employer shall issue a letter to the employee confirming the employee's new EFT in accordance with this Collective Agreement along with an effective date.
 - f) Copies of all requests and responses to requests to adjust EFT shall be provided to the union.
 - g) Any changes to shift patterns as a result of changing EFT's shall be done in accordance with the provisions of Article 7 and any pre-approved

vacation will be honoured in the new schedule unless otherwise mutually agreed between the Employer and the employee.

- h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Understanding including, without limitation, the right to post vacant positions.

This Memorandum of Understanding shall remain in effect for the duration of this Collective Agreement.

**IN WITNESS WHEREOF, THE PARTIES
HERETO HAVE DULY EXECUTED THIS
LETTER OF UNDERSTANDING.**

SIGNED THIS 15th DAY OF May, 2016

FOR THE UNION:



FOR THE EMPLOYER:



**UFCW & DSM - Grace General Hospital
Appendix 'A' - Effective: April 1, 2014**

**Professional Technical
General Increase 1.5%**

Occupational Group	Employee Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Year 20 ¹	
LABORATORY	Medical Laboratory Assistant	Hourly	19,273	18,849	20,445	21,059	23,878	22,340	23,854	23,874	
		Monthly	3,236.26	3,322.00	3,433.00	3,536.16	3,638.76	3,751.26	3,864.42	3,941.08	
		Annual	38,835.16	39,864.74	41,196.68	42,433.89	43,672.54	45,015.10	46,373.21	47,700.11	
LABORATORY	General Duty Laboratory Technologist	Hourly	27,234	28,998	29,969	31,289	32,768	34,291		34,977	
		Monthly	4,589.83	4,817.58	5,021.55	5,215.20	5,392.29	5,758.02		5,872.27	
		Annual	55,078.01	57,810.93	60,258.58	63,087.64	64,672.52	69,096.27		70,478.66	
LABORATORY	Senior Laboratory Technologist	Hourly	29,241	30,983	31,983	33,079	33,879	36,740		37,476	
		Monthly	4,910.06	5,139.40	5,370.48	5,629.25	5,890.25	6,199.29		6,292.68	
		Annual	58,920.82	61,638.75	64,445.75	67,550.49	70,684.19	74,331.10		75,512.12	
LABORATORY	Charge Laboratory Technologist	Hourly	29,848	31,421	32,877	34,287	35,991	37,720	38,937		40,228
		Monthly	5,044.22	5,276.11	5,520.65	5,774.15	6,042.49	6,325.50	6,628.52	6,771.74	
		Annual	60,530.65	63,313.32	66,247.16	69,289.81	72,521.87	75,825.95	79,667.06	81,260.92	
LABORATORY	Pathology Assistant	Hourly	31,768	33,183	34,374	35,478	36,828	38,249	39,662		40,646
		Monthly	5,323.87	5,568.62	5,771.87	5,990.98	6,200.49	6,426.00	6,658.01	6,792.24	
		Annual	63,887.59	66,823.45	69,282.61	71,778.27	74,405.89	77,112.04	79,918.82	81,518.84	
LABORATORY	Senior Surgical Pathology Assistant (Effective April 1, 2014)	Hourly	34,327	35,968	37,217	38,565	39,878	41,432	42,942		43,898
		Monthly	5,764.08	6,029.22	6,269.28	6,479.71	6,712.14	6,957.29	7,210.08	7,354.76	
		Annual	69,168.91	72,350.59	74,992.28	77,708.48	80,547.69	83,487.50	86,528.13	88,257.00	

**UFCW & DSM - Gracia General Hospital
Appendix 'A' - Effective: April 1, 2015**

**Professional Technical
General Increase 1.5%**

Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Year 20	Year 23	
LABORATORY	Medical Laboratory Assistant	2015	Hourly	13,342	28,147	29,732	31,315	32,891	34,475	36,059	37,643	39,228
		Monthly	3,284.78	3,283.02	3,484.61	3,589.22	3,694.34	3,800.37	3,907.51	4,014.77	4,122.13	4,229.59
		Annual	39,417.43	40,196.21	41,815.78	43,070.63	44,332.02	45,600.13	46,865.39	48,128.39	49,389.15	50,647.88
LABORATORY	General Duty Laboratory Technologist	2015	Hourly	21,744	28,623	30,314	31,778	33,240	34,699	36,156	37,611	39,064
		Monthly	4,658.68	4,872.45	5,096.94	5,236.69	5,384.91	5,541.34	5,696.98	5,851.76	6,006.66	6,161.68
		Annual	55,904.16	58,469.35	61,163.31	62,840.47	64,618.90	66,497.52	68,376.54	70,255.92	72,135.12	74,014.16
LABORATORY	Senior Laboratory Technologist	2015	Hourly	29,888	31,642	32,482	34,082	35,686	37,291	38,895	40,499	42,103
		Monthly	4,983.77	5,272.47	5,413.61	5,763.61	5,947.61	6,297.61	6,481.61	6,831.61	7,015.61	
		Annual	59,805.20	63,269.63	64,963.32	69,163.32	71,371.32	75,571.32	77,779.32	81,979.32	84,187.32	
LABORATORY	Charge Laboratory Technologist	2015	Hourly	26,488	31,881	33,319	34,863	36,351	37,844	39,336	40,828	42,320
		Monthly	5,119.55	5,355.27	5,602.28	5,860.85	6,124.19	6,393.54	6,667.88	6,947.22	7,221.56	
		Annual	61,434.57	64,263.20	67,227.35	70,330.15	73,490.37	76,718.15	80,003.15	83,293.15	86,583.15	
LABORATORY	Pathology Assistant	2015	Hourly	32,181	33,681	34,890	36,193	37,489	38,843	40,217	41,641	
		Monthly	5,403.73	5,612.24	5,850.61	6,019.69	6,293.52	6,572.29	6,856.02	7,144.79		
		Annual	64,844.72	67,346.87	70,207.32	72,236.28	75,522.29	78,268.65	81,117.66	84,064.67		
LABORATORY	Senior Surgical Pathology Assistant (Effective April 1, 2014)	2015	Hourly	34,842	36,444	37,718	39,143	40,679	42,215	43,751	45,287	
		Monthly	5,890.35	6,119.56	6,343.05	6,572.78	6,812.89	7,061.74	7,318.82	7,584.07		
		Annual	70,204.23	73,434.66	76,116.63	78,873.15	81,766.09	84,740.83	87,825.79	90,940.84		

**UFCW & DSM - Grace General Hospital
Appendix 'A' - Effective: April 1, 2016**

**Professional Technical
General Increase 2.0%**

Occupational Group	Employee Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Year 28 ^{max 1}
LABORATORY	Medical Laboratory Assistant	Hourly	19,953	24,569	31,167	21,883	22,442	23,129	23,827	24,382
		Monthly	3,325.44	3,450.89	3,524.29	3,651.89	3,738.28	3,853.75	4,000.95	4,080.88
		Annual	41,205.30	41,408.75	42,291.51	43,822.65	44,859.44	46,245.00	48,011.41	48,970.56
LABORATORY	General Duty Laboratory Technologist	Hourly	29,299	28,664	29,991	32,474	33,929	35,691	37,612	39,702
		Monthly	4,214.87	4,071.91	5,158.87	5,402.85	5,656.57	5,961.21	6,305.80	6,605.80
		Annual	57,222.46	56,852.66	62,306.47	65,234.21	68,258.86	71,524.52	75,670.56	79,270.56
LABORATORY	Senior Laboratory Technologist	Hourly	29,273	31,663	33,312	34,622	36,318	38,227	40,358	42,612
		Monthly	5,053.34	5,316.75	5,560.06	5,823.69	6,098.40	6,387.95	6,744.82	7,089.82
		Annual	61,060.10	63,801.05	66,720.68	69,884.23	73,180.77	76,644.56	80,938.04	85,077.87
LABORATORY	Charge Laboratory Technologist	Hourly	31,166	32,921	34,827	36,881	39,091	41,454	44,082	46,984
		Monthly	5,222.21	5,462.50	5,715.38	5,978.00	6,254.74	6,554.99	6,873.23	7,210.88
		Annual	62,666.55	65,549.97	68,584.56	71,736.02	75,056.82	78,707.92	82,480.00	86,330.26
LABORATORY	Pathology Assistant	Hourly	32,828	34,324	35,987	38,878	41,929	45,149	48,637	52,394
		Monthly	5,111.87	5,719.26	5,915.65	6,419.28	6,952.69	7,524.99	8,136.99	8,788.02
		Annual	61,342.38	68,631.11	71,207.81	77,031.44	83,432.29	90,299.88	97,643.88	105,656.26
LABORATORY	Senior Surgical Pathology Assistant (Effective April 1, 2014)	Hourly	35,529	37,172	38,921	40,778	42,746	44,827	47,024	49,346
		Monthly	6,241.50	6,341.87	6,470.00	6,794.24	7,105.87	7,405.87	7,695.87	7,974.26
		Annual	75,011.00	76,092.60	77,639.97	81,490.88	85,270.44	88,869.64	92,349.64	95,691.18

UFCW & DSM - Grace General Hospital
Appendix 'A' - Effective: April 1, 2017

Professional Technical
General Increase 2.0%

Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Year 20 ¹
LABORATORY	Medical Laboratory Assistant	2015	28,332	24,961	21,590	22,228	22,866	23,504	24,143	24,781
		Monthly	3,417.44	3,019.70	3,623.32	3,729.30	3,843.61	3,961.32	4,080.88	4,192.48
		Annual	41,009.28	42,236.42	43,563.85	44,811.58	46,123.25	47,535.87	48,979.55	50,469.84
LABORATORY	General Duty Laboratory Technologist	2015	24,848	24,194	21,549	24,862	24,685	24,211	24,211	24,211
		Monthly	4,846.92	5,070.41	5,302.81	5,551.68	5,519.42	5,580.43	5,580.43	5,580.43
		Annual	58,963.58	60,844.94	63,633.70	66,619.53	66,229.05	67,965.17	67,965.17	67,965.17
LABORATORY	Senior Laboratory Technologist	2015	28,878	32,296	39,714	34,375	37,844	38,887	39,188	39,374
		Monthly	5,955.18	5,423.64	5,871.22	5,840.95	6,229.31	6,514.83	6,445.13	6,445.13
		Annual	82,271.18	65,038.44	88,564.61	71,280.93	74,643.66	78,177.87	78,177.87	78,177.87
LABORATORY	Charge Laboratory Technologist	2015	31,722	33,181	34,718	34,373	38,887	38,843	41,782	42,387
		Monthly	5,328.65	5,571.64	5,829.73	6,097.58	6,382.81	6,690.20	7,018.86	7,151.07
		Annual	63,918.83	66,859.72	69,956.77	73,170.78	76,584.11	80,283.05	84,130.28	85,812.81
LABORATORY	Pathology Assistant	2015	24,481	24,828	24,299	27,873	28,984	28,984	28,984	28,984
		Monthly	5,821.82	5,898.44	6,095.21	6,315.85	6,547.74	6,395.85	7,032.85	7,173.74
		Annual	67,464.22	70,565.20	73,142.48	75,790.20	78,572.81	81,420.18	84,384.25	86,084.83
LABORATORY	Senior Surgical Pathology Assistant (Effective April 1, 2014)	2015	34,254	33,817	39,381	48,725	42,218	42,218	43,744	43,747
		Monthly	6,098.98	6,309.80	6,399.29	6,898.11	7,098.11	7,347.53	7,614.52	7,794.85
		Annual	73,943.75	76,482.78	78,191.52	82,686.88	85,569.27	88,164.31	91,374.21	93,199.80

UFCW & OGM - Grace General Hospital
 Appendix 'A' - Effective: April 1, 2017

Professional Technical
 General Increase 2.0%

Occupational Group	Employee Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Year 20 ^{Nov 1}
LABORATORY	Medical Laboratory Assistant	Hourly	28,352	28,861	29,589	22,228	22,890	23,593	24,353	24,788
		Monthly	3,417.44	3,519.70	3,625.32	3,724.30	3,842.61	3,961.32	4,080.88	4,192.48
		Annual	41,009.28	42,236.42	43,503.85	44,611.59	46,122.26	47,535.87	48,971.55	49,849.84
LABORATORY	General Duty Laboratory Technologist	Hourly	28,848	28,994	29,589	33,662	34,683	36,211		34,926
		Monthly	4,846.82	5,070.41	5,262.81	5,551.66	5,819.42	6,080.43		6,292.57
		Annual	58,162.88	60,844.94	63,153.70	66,618.83	69,725.05	72,965.17		74,476.04
LABORATORY	Senior Laboratory Technologist	Hourly	28,878	22,286	22,714	26,203	27,844	28,788		28,374
		Monthly	5,185.18	5,432.84	5,671.22	5,940.85	6,220.31	6,514.83		6,845.53
		Annual	62,221.18	65,193.64	68,054.61	71,280.83	74,643.66	78,177.87		79,741.81
LABORATORY	Charge Laboratory Technologist	Hourly	31,722	33,181	34,718	36,313	38,067	39,843		41,762
		Monthly	5,325.85	5,571.64	5,829.72	6,097.56	6,382.81	6,690.20		7,018.86
		Annual	63,910.83	66,859.72	69,956.77	73,170.79	76,644.11	80,283.65		84,130.29
LABORATORY	Pathology Assistant	Hourly	32,483	35,629	36,299	37,812	38,984	40,412		41,883
		Monthly	5,822.82	5,980.44	6,095.21	6,315.85	6,547.74	6,795.85		7,022.85
		Annual	67,464.22	70,565.28	73,142.49	75,790.20	78,572.91	81,420.18		84,264.25
LABORATORY	Senior Surgical Pathology Assistant (Effective April 1, 2014)	Hourly	34,258	37,917	39,291	40,218	42,154	43,744		45,347
		Monthly	6,086.88	6,566.80	6,909.29	6,928.41	7,269.11	7,347.83		7,614.52
		Annual	73,043.75	78,402.76	78,911.52	82,040.88	85,669.27	88,164.31		91,214.21

Appendix A-2

All employees in the bargaining unit shall receive full retroactive pay to April 1, 2014 for all hours worked and/or paid. Staff who do not currently work for the employer are required to request such retroactivity pay in writing within ninety (90) days of ratification.

All applicable retroactive wage and benefit adjustments shall be processed as soon as possible following ratification of the settlement by both parties. The anticipated timelines for processing of retroactive pay will be communicated to all current employees in an appropriate format.

Schedule "B"

B

ACADEMIC ALLOWANCE

The Employer shall pay the following non-cumulative amounts in addition to the salaries as per Schedule A, provided such academic attainment is relevant to the position held, is from an accredited institution, and is not a qualification for the position:

- Advanced certification in the appropriate field—\$100 per month [prorated on an hourly basis]
- Bachelor of Science degree—\$100 per month [prorated on an hourly basis]
- Masters degree—\$150 per month [prorated on an hourly basis]
- Fellowship or Licentiate—\$200 per month [prorated on an hourly basis]
- Doctoral degree—\$300 per month [prorated on an hourly basis]

Notwithstanding the above, the Employer confirms that academic allowances currently paid to existing employees, effective June 23, 2000, shall not be discontinued or reduced for the duration of that employee's employment, unless specifically negotiated at a later date.

C**Schedule "C"**

Chemistry
Hematology
Histology

Note: Schedule "C" shall be amended from time to time to reflect change in formally recognized units of organization as determined by the Employer to be necessary and have been implemented in accordance with the provisions of this Agreement.

APPENDIX - A

Definitions

Medical Laboratory Technologist - An employee who is a graduate of an approved training program who has attained certification and is currently licensed with the College Medical Laboratory Technologists of Manitoba (CMLTM).

Medical General Duty Technologist - A working level Medical Laboratory Technologist who may be required to carry out peer/trainee functional instruction.

Senior Medical Laboratory Technologist - A Medical Laboratory Technologist who in addition to the duties of a General Duty Medical Laboratory Technologist:

1. Has been delegated supervisory duties for the daily work of assigned staff; and/or
2. Has been delegated the major ongoing responsibility for a teaching program in the department; and/or
3. Has been assigned the ongoing primary responsibility of maintaining Employer designated programs. (A program is neither a test procedure nor a method producing results nor a formally recognized unit of laboratory organization.)

Charge Medical Laboratory Technologist - A Technologist who is delegated the overall responsibility for a formally recognized unit of lab organization which is listed in Schedule "C". (See Note)

Medical Laboratory Assistant - An Employee who under the supervision of a Technologist performs a limited range of specified laboratory procedures.

Pathology Assistant/Attendant - An employee who performs a limited range of Laboratory functions under the supervision of a pathologist /technologist including preparing tissue specimens and assisting with autopsy procedures, and conducts student/technologist training demonstrations.

Note: In applying the above occupational classifications structure, the Employer affirms the following:

- 1. Where current qualifications differ from the above, current incumbents will not be required to see or obtain registration, degrees or other components of the classification description noted herein.*
- 2. Where qualifications are altered during the term of the Agreement, current incumbents will be deemed qualified.*

APPENDIX – B

Abbreviations

ART -	Advanced Registered Technologist (certified by & currently registered with CSMLS).
BSc -	Bachelor of Science
CMLTM -	College of Medical Laboratory Technologists of Manitoba
CSMLS -	Canadian Society for Medical Laboratory Science
FCSMLS -	Fellowship of the Canadian Society for Medical Laboratory Science (certified by & currently registered with CSMLS)
LCSMLS -	Licentiate (certified by and currently registered with the CSMLS)
MCL Sc -	Master of Clinical Science
MLA -	Medical Laboratory Assistant
MLT -	Medical Laboratory Technologist
MSc -	Master of Science
PhD -	Doctorate
RRC -	Red River College

Your Right to Refuse Dangerous Work



Workplace safety and health is everyone's concern and everyone's right.

You can refuse dangerous work and your right to do so is protected by law.

Hazards in the Workplace

At any time in your working life, you may encounter work involving safety and health risks that are not normal for the job. Hazards and dangerous situations should immediately be reported to your supervisor in order to prevent an injury or illness. In most cases, the situation is resolved by eliminating the hazard. If the situation is not rectified, you can exercise your right to refuse work.

What is the Right to Refuse?

Under the law, (Manitoba's Workplace Safety and Health Act), you can refuse any task that you have reasonable grounds to believe is dangerous to your safety and health or the safety and health of others. (The work refusal is initiated by the worker.)

Section 43(1) of the Act states: "A worker may refuse to work or do particular work at a workplace if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or to the safety or health of another worker or another person."

Remember... you may not be disciplined for exercising your right to refuse in good faith, and you are entitled to the same wages and benefits that you would have received had the refusal not taken place. Your employer may also re-assign you temporarily to alternate work while the situation is being remedied. Stay at your workplace for your normal working hours unless your employer gives you permission to leave.

What is Dangerous Work?

“Dangerous” work generally means: work involving safety and health risks that are not normal for the job.

What Are the Steps Involved?

Step 1

Report immediately to your supervisor, or to any other person in charge at the workplace, giving your reasons for refusing to work. At this point, the refusing worker and supervisor must attempt to resolve the concern. If the employer resolves the matter to your satisfaction, go back to work. If you still believe the work is dangerous....

Step 2

If the supervisor and worker cannot resolve the refusal, the worker co-chairperson of the safety and health committee, or a committee member (or a worker rep, if there is no committee), must be asked to help for the purpose of inspecting the workplace. If the dangerous condition is not remedied after the inspection

Step 3

Any of the persons present during the inspection in STEP 2 may notify a safety and health officer of the refusal to work and the reasons for it. The safety and health officer will investigate the matter and decide whether the job situation or task the worker has refused constitutes a danger to the safety or health of the worker or any other worker or person at the workplace.

The officer will provide a written decision to the refusing worker, each co-chairperson, or the rep, and the employer. Anyone directly affected by an officer's decision may appeal it to the Director of the Workplace Safety and Health Division. The Director will make a decision about the appeal, and provide written reasons. The decision of the Director may be appealed to the Manitoba Labour Board.

WHMIS - CLASSES AND SYMBOLS

Class A - Compressed Gas

This class includes compressed gases, dissolved gases and gases liquified by compression or refrigeration. Eg.: gas cyldiners for oxyacetylene welding or water disinfection.



Class B - Flammable & Combustible Material

Solids, liquids and gases capable of catching fire or exploding in the presence of a source of ignition. Eg.: white phosphorus, acetone and butane. Flammable liquids such as acetone are more easily ignited than combustible liquids such as kerosene.



Class C - Oxidizing Material

Materials which provide oxygen or a similar substance and which increase the risk of fire if they come in contact with flammable or combustible materials. Eg.: sodium hypochlorite, perchloric acid, inorganic peroxides.



Class D - Poisonous/Infectious Materials

Class D - Division 1

Materials causing immediate and serious toxic effects. This division covers materials which can cause the death of a person exposed to small amounts. Eg.: sodium cyanide, hydrogen sulphide.



WHMIS - CLASSES AND SYMBOLS

Class D - Division 2

Materials causing other toxic effects.

This division covers materials which cause immediate skin or eye irritation as well as those which can cause long-term effects. Eg.: acetone (irritant), asbestos (cancer causing), toluene diisocyanate (a sensitizing agent).



Class D - Division 3

Bio-hazardous infectious material. This division applies to materials which contain harmful micro-organisms.

Eg.: cultures or diagnostic specimens containing salmonella bacteria or the Hepatitis B virus.



Class E - Corrosive Material

Acid or caustic materials which can destroy the skin or eat through metals.

Eg.: muriatic acid, lye.



Class F - Dangerously Reactive Material

Products which can undergo dangerous reactions if subjected to heat, pressure, shock or allowed to be in contact with water. Eg.: plastic monomers, such as butadiene and some cyanides.



Calendar for each year of
agreement 2016

Calendar for each year of
agreement 2017

Calendar for each year of
agreement 2018

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