

EXPIRY DATE: MARCH 31, 2012

AGREEMENT BETWEEN:

THE BURNTWOOD REGIONAL HEALTH AUTHORITY of the Province of Manitoba, hereinafter referred to as the “Employer”

as the Party of the First Part

AND:

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

as the Party of the Second Part

WHEREAS the parties to this Agreement mutually desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the employees covered by this Agreement, and in providing methods for a fair and amicable adjustment of any disputes which may arise between them, and to promote efficient operation of the Burntwood Regional Health Authority, Inc., with both parties to the Agreement recognizing the welfare of the patients/clients/residents as a prime requisite.

AND WHEREAS: The Union recognizes that the Employer is an organization devoted to the welfare of the patients, and therefore cannot be strictly compared to commercial or industrial enterprises.

NOW THEREFORE, THE EMPLOYER(S) AND THE UNION AGREE AS FOLLOWS:

ARTICLE 1 BARGAINING UNIT

1.01 The Employer hereby recognizes the Union as the exclusive Bargaining Agent for all employees of the Burntwood Regional Health Authority in Manitoba providing facility support not included in the physicians, nurses, or technical /professional, paramedical units, in the Province of Manitoba, save and except those excluded by the Act, as set out in Manitoba Labour Board Certificate No. MLB-5495.

1.02 For the purposes of this Agreement, the departments within each site comprising the Burntwood Regional Health Authority shall be as listed in attached Appendix E.

1.03 The term "Site" shall be defined as the Thompson General Hospital, the Burntwood Community Health Resource Center, the Leaf Rapids Health Centre, the Lynn Lake Hospital, the Gillam Hospital Inc., the **Northern Spirit Manor**, and the **Acquired Brain Injury Unit**, and any other additional health facility and/or hospitals that fall within the Manitoba Labour Board Certificate referred to in **Article 1.01**.

ARTICLE 2 MANAGEMENT'S RIGHTS

2.01 The Union recognizes that the Employer, in its duty to the public, is required to make the most efficient and economical use of assets and resources at its disposal.

2.02 The Union further acknowledges the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities.

ARTICLE 3 DEFINITIONS

3.01 The words "full-time employee" shall mean an employee who works the full prescribed hours of work as specified in Article 16 on a regular, recurring basis.

3.02 The words "part-time employee" shall mean an employee who works less than the full prescribed hours of work as specified in Article 16 on a regular, recurring basis. A part-time employee shall be entitled to the same benefits as a full-time employee in accordance with the following formula for specific benefits:

(a) Payment for Statutory Holidays. Payment for Statutory Holidays for part-time employees shall be based on one-fifth (1/5) of the average weekly regular hours paid in the two (2) previous pay periods for each Statutory Holiday.

(b) Paid Leave of Absence. Part-time employees shall be entitled to paid leave of absence according to the formula indicated below under income protection.

(c) Income Protection. Part-time employees shall be entitled to the same income protection as full-time employees, according to the following formula: regular hours paid for said employees over full-time regular hours paid multiplied by full-time employee's entitlement. "Hours paid" shall mean in the previous twelve (12) calendar month period prior to the beginning of the week of entitlement. When part-time employees have worked less than twelve (12) calendar months, it shall be calculated on the lesser amount of time worked.

(d) Date of Entitlement to Salary Increment. The date of entitlement to salary increment for part-time employees who have not reached top rate in a classification shall be based on 1,007.5 regular hours paid equaling six (6) months in the wage schedule.

(e) At the vacation cut-off date (April 30th), vacation time with pay for part-time employees shall be granted as per full-time employees. However, vacation pay shall be based in the following percentage of salary paid in the previous twelve (12) months for regular hours paid:

- For part-time employees and casual with less than one (1) year of service = 4%
- For three (3) weeks entitlement = 6%
- For four (4) weeks entitlement = 8%
- For five (5) weeks entitlement = 10%

The employer agrees that it is in the best interest of the Burntwood Regional Health Authority and the employees that, wherever possible, full-time jobs shall be created out of part-time jobs and that, wherever possible, part-time jobs shall not be created out of full-time jobs.

(f) Part-time employees who make their availability known to the Employer in writing will be given preference over casual employees for occasional, available additional shifts, providing the part-time employee possesses the required qualifications, and ability to perform the normal requirements of the job. The Employer agrees to assign such shifts to part-time employees on the basis of seniority.

Employees shall not be entitled to pick up additional shifts unless they have completed the orientation for the shift at the time the additional shift is being offered.

Should a part-time employee, once making herself available in accordance with the above, refuse four (4) offered shifts in a three (3) month period, that employee shall be placed at the bottom of the seniority list for the sole purpose of assignment of such shifts for a period of three (3) months thereafter.

(g) Part-time employees shall accrue income protection in accordance

with 3.02 (c), above. However, part-time employees shall not be entitled to utilize their accrued income protection for occasional, available additional shifts obtained in accordance with 3.02(f) above. For the purpose of this sub-article, the Employer shall define E.F.T. for part-time employees.

3.03 The words "casual employee" shall mean an employee who is called occasionally to replace an absent employee. The terms of this Collective Agreement do not apply to casual employees except as follows:

(a) A casual employee shall be paid no less than the starting rate of the position assigned.

(b) A casual employee shall receive prorated increments based on regular hours worked, 1,007.5 regular hours paid equaling six (6) months in the wage schedule.

(c) Casual employees shall receive vacation pay at the rate of six per cent (6%) of regular hours worked.

(d) Casual employees will be entitled to shift differential as specified in Article 17.

(e) Casual employees who work on recognized holidays, as specified in Article 19, shall be paid at the rate of time and one-half (1 ½) of their basic rate of pay for all hours worked.

(f) Regular hours of service will be recognized as seniority amongst casuals only for the purpose of job bidding, providing the person has the required qualifications and ability to perform the normal requirements of the job. The seniority hours accrued during the period of casual employment shall be carried over to employment in a permanent or term (full-time or part-time) position. The seniority hours accrued during period of permanent or term employment shall not be carried over to casual employment except when an employee is bumped from a permanent position.

(g) When a part-time or full-time position becomes open, casual employees shall be entitled to bid for the job and receive same providing they possess the necessary qualifications and ability to perform the normal requirements of the job and providing no full-time or part-time employee has applied for the position.

(h) The Employer, at its discretion, will assign casual employees to particular departments within the facility. Hours of work available to casual employees within the assigned department will be offered on a casual seniority basis to those

employees available for work.

(i) Except where overtime would result, casual employees will be called in once preference is given to part-time employees in accordance with the provisions of article 3.02 (f).

(j) Casual employees shall pay union dues as specified in Article 5.

(k) A casual employee who has refused offered shifts four (4) times in any three (3) month period may, at the discretion of the Employer, be removed from the casual list. This shall not apply when the casual employee has indicated at the time of their employment that she/he will not be available for certain shifts, or at any time during their employment where the casual employee has indicated in writing that they would not be available for certain dates.

(l) Casual employees shall have the right to the grievance and arbitration procedure relating to the following:

- i) Article 3.03
- ii) Article 27

(m) No employee is allowed to make changes by writing on the posted schedule. Only the manager or designate can alter the posted schedule.

3.04 This Agreement is gender neutral and where required, the singular shall be construed to include the plural.

3.05 The words "Union Representative" shall mean the full-time Union Representative who is identified to the employer in writing.

3.06 The word "promotion" shall mean a change from one classification to another classification with a higher maximum rate of pay.

3.07 The word "demotion" shall mean a change from one classification to another classification with a lower maximum rate of pay.

3.08 The word "transfer" shall mean a change by an employee from one position in a classification to another position within the same classification as per Appendix "B".

3.09 The word "Qualification" when used in this agreement shall mean the required knowledge, education and related experience.

ARTICLE 4 UNION SECURITY

4.01 **The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days.**

4.02 **The Employer shall forward Exhibit 1, duly completed, to the Union within ten (10) days from the date of hire or re-hire or an employee. The Union shall bear the expense of printing and mailing the Membership Application.**

4.03 **Subject to the requirements of operations (including necessary instruction of employees and any cases of an emergency nature) supervisors and other persons employed by the Employer but not employees as defined in this Agreement shall not perform work which is normally done by employees, where employees are reasonably available to do such work.**

ARTICLE 5 DEDUCTION OF UNION DUES

5.01 **The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) 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. **The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.****

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

5.03 **The Union shall hold the Employer harmless with respect to all such deductions made, and with respect to any liability which the Employer might incur as a**

result of such deductions.

ARTICLE 6 UNION REPRESENTATION

6.01 The full-time union representative, upon presenting her credentials and stating union business to the Human Resources Manager or designate, shall be permitted to observe working conditions and to interview the employee for whom the union is the certified bargaining agent (in a suitable location, designated by the Employer), providing that the departmental operation is not unduly disrupted.

6.02 The Employer agrees to recognize Union Stewards, as appointed by the Union, providing the Union does not appoint more than eight (8) shop stewards for the Thompson Site, two (2) shop stewards each for the Lynn Lake, Leaf Rapids and Gillam Sites, and one (1) shop steward for the Burntwood Community Health Resource Centre. The Union agrees to inform the Employer in writing of the names of the appointed stewards.

6.03 A representative of the Union shall be granted not more than thirty (30) minutes during the orientation period in order to familiarize new employees in the bargaining unit with the general conditions and responsibilities with respect to their collective agreement and to the Union. The Employer will endeavor to provide orientation to all new employees within thirty (30) days of their employment.

6.04 Upon request to their Director, Manager, direct Supervisor or designate and providing such time off will not unduly disrupt departmental operations, union stewards shall be entitled to leave their work during working hours for the purpose of investigating and processing grievances or potential grievances and to attend at meetings with the employer. It is understood that such request shall not be unreasonably denied and that time so spent shall be considered as time worked.

6.05 Employees who are appointed to a full-time position with the Union may be granted a leave of absence without pay up to a maximum of twelve (12) months. The employee must give the Employer four (4) weeks written notice prior to the commencement of such leave.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, as to the interpretation, application, or alleged violation of the terms of this Agreement shall constitute a grievance.

Any employee, the Union or the Employer may present a grievance.

Step 1: The grievor will first submit the grievance to his Union Steward or Union Representative within fifteen (15) working days of the event giving rise to the grievance and a discussion of the matter shall take place with the grievor's immediate supervisor outside of the Bargaining Unit.

Step 2: If the matter is not resolved within five (5) working days of being referred to Step 1, then the grievance shall be submitted in writing to the Director of Human Resources or designate. Within fifteen (15) working days of the submission to the Director of Human Resources or designate, a discussion shall take place between the President or designate and the Union Representative. Following the discussion, should the matter remain unresolved, it may be referred to arbitration as per Article 8.01.

7.02 At any stage in the Grievance Procedure, an aggrieved employee may elect to be accompanied by a Union Representative or Union Steward.

7.03 A working day shall be deemed to be Monday to Friday inclusive, excluding Statutory Holidays or the grievor's vacation, or period of illness.

7.04 Where the time limits specified are not followed, the grievance shall be deemed to be abandoned and further recourse to the Grievance Procedure shall be forfeited unless the time limit applicable has been extended by written agreement, signed by both parties.

7.05 When the Union or the Employer presents a grievance, the grievance may be submitted by the Union or the Employer at Step 2 of the grievance procedure.

ARTICLE 8 ARBITRATION

8.01 If the Union and the Employer are unable to reach a settlement of the grievance in accordance with the provisions of Article 7, either party may refer the matter to arbitration by serving written notice to the other party of its intentions within fourteen (14) working days thereafter.

In the interest of settling a grievance prior to an arbitration hearing, either party may request the assistance of a grievance mediator from the Province of

Manitoba Conciliation Services. This shall not preclude the parties from mutually agreeing to utilize the services of an alternate mediator than those provided from the Province of Manitoba Conciliation Services.

8.02 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 ten (10) 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.

8.03 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigations as he/she deems essential to a full understanding and determination of the issues involved.

8.04 The decisions of the Arbitrator shall be final and binding on both parties. The Arbitrator shall be vested with the power to reinstate employees, to interpret the Agreement, to alter any penalty, and to determine the amount of pay to be paid by the Employer, if any, under said circumstances, less any monies earned by the employees in the interim. The Arbitrator is not authorized to make any decisions inconsistent with the terms and provisions of this Agreement.

8.05 Arbitrations shall be heard at the site where the grievance was filed.

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

8.07 Witness fees and allowances shall be paid by the party calling the witness.

8.08 The **Arbitrator** shall render **his/her** decision in writing within thirty (30) calendar days of the date of the last hearing.

ARTICLE 9 **SENIORITY**

9.01 Seniority shall be defined as the total accumulated hours of service paid at the regular rate of pay, calculated from the date the employee last entered the service of the Employer, and shall include periods of:

- a) paid vacation and income protection;
- b) authorized paid and unpaid leaves of absence , subject to Article 9.04 of this Collective Agreement.

For authorized leaves of absence, the number of hours accumulated for calculation of seniority shall be the average number of hours that an employee has worked, including periods of paid vacation and income protection, in the thirteen (13) weeks prior to going on leave of absence.

* Note 1: Vacation entitlements and northern leave will continue to be accrued on the basis of years of employment/continuous service, in accordance with Articles 15.02 and 15.15.

9.02 Seniority shall be applied on a Bargaining Unit wide basis in determining preference for promotions, filling of vacancies and determining the order of layoff and recall as specified in Article 10, 11.01 and 11.02 of this Agreement. Seniority as accumulated in Article 9.01 shall also apply for wage increment and vacation and special northern leave scheduling purposes.

9.03 Seniority ranking shall mean the seniority (as defined in 9.01) of an employee relative to the seniority (as defined in 9.01) of the other employees working within the same department. Seniority ranking shall be applied in determining vacation dates as specified in Article 15.10.

9.04 Unpaid leaves of absence as indicated in 9.01 (b) shall also include employees in receipt of Workers Compensation benefits, or on approved education leave, or on approved leave of absence for Union purposes, or on maternity leave for up to twelve (12) months, on approved leave of absence for public office in accordance with the provisions of Article 14.08, or on compassionate leave, or on long term disability up to twenty-four (24) calendar months, or on unpaid sick leave from the time an employee exhausts his or her income protection until the date that the long term disability payment eligibility starts.

9.05 Seniority shall terminate if and when an employee:

- (a) resigns;
- (b) is terminated and not reinstated through the Grievance or Arbitration procedure;
- (c) is laid off for more than twelve (12) months;
- (d) fails to report for work as scheduled at the end of a leave of absence, vacation or suspension unless an explanation satisfactory to the Employer is furnished by the employee.

- (e) has not worked within six (6) consecutive months as a casual except if they are on approved leave of absence.
- (f) **fails to report for work without notifying their supervisor on three (3) occasions.**

9.06 **Seniority List**

The Employer agrees to provide to the Union a list of accumulated seniority and employment category (full-time, part-time and casual) and work site of all employees within the Bargaining Unit **within thirty (30) days of the end of pay period 13 and of pay period 26**. The Employer agrees to provide the Union, upon request, with the seniority of an employee, as necessary.

9.07 **Probationary Period**

All new hired employees shall be considered to be on staff on a probationary basis until the completion of three (3) calendar months for full-time and part-time employees, from their date of hire. The three (3) calendar month probationary period may be extended for a further three (3) calendar month time frame if the Employer so determines and the Union agrees. Prior to the expiry of the probationary period, the Employer shall confirm to the employee the decision to:

- a) terminate without notice and without recourse to the Grievance Procedure;
- b) extend the probationary period for a further three (3) calendar months;
- c) place the employee on permanent staff.

ARTICLE 10 LAYOFF AND RECALL

10.01 The employees laid off in accordance with Article 11.01 shall be recalled to work in order of seniority in the first available position within the sites comprising the Burntwood Regional Health Authority for which they possess qualifications, skills and ability sufficient to perform the normally required duties.

10.02 To be eligible for recall, employees must file their name and current address with the Employer at the time of layoff.

10.03 No new employees shall be hired until those laid off have been given an

opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

10.04 A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail to the person's recorded address and must be prepared to begin work at a time designated by the Employer.

10.05 The right of a person who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:

- (a) if the person did not communicate with the Employer as specified in 10.02 and 10.04 above;
- (b) if the person did not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.

10.06 The seniority of the employee who informs the Employer, within seven (7) calendar days following receipt of notice of recall that she declines employment due to the geographic location, shall not be terminated for failure to report for duty in that instance.

ARTICLE 11 VACANCIES/NEW POSITIONS/JOB POSTING/JOB BIDDING

11.01 Promotion, Demotion, Filling of Jobs after Posting

Seniority shall be the governing factor in determining promotions, demotions, order of layoff and order of recall, and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job **at the time of application. If no internal or external applicant possesses the required skills at the time of application, the position may be awarded to the most senior internal applicant that, in the opinion of the Employer, comes closest to meeting the job requirements. If there are no internal candidates, then the position may be awarded to an external candidate.**

Ability to do the job means ability to perform the normal requirements of the job subject to Article 11.06. Except for the Aide I and Clerk I positions as stated in Appendix "B" such familiarization or training period shall not exceed one (1) calendar month for full-time positions or one hundred and sixty-eight (168) hours of work for part-time positions.

11.02 (a) All vacancies and new positions covered by this Agreement in existing and new classifications shall be posted on the bulletin boards within all sites comprising the Burntwood Regional Health Authority Inc. for seven (7) calendar days. Such postings shall state the job classification, title, shift, current work site(s), hourly rate of pay, equivalent to full-time percentage, and the qualifications required for the position. The job description shall be available on request from the BRHA Human Resources Office. Any employee may apply in writing to the BRHA Human Resources Office, within the seven (7) day period.

All postings will be posted in all work sites on the same day.

Within twenty-one (21) calendar days following the posting of a job vacancy, a notice shall be posted on the bulletin boards within all sites comprising the BRHA, to advise employees of the outcome of the posting, and a copy of the outcome of the posting will be mailed to the Union Office in Thompson.

Job application procedures will be posted on the job posting board.

(b) All candidates have 24 hours to accept/reject the job offer.

11.03 Job postings for vacancies in the Housekeeping Department of the Thompson General Hospital site shall specify the normal work area for the position. This provision shall not limit the Employer's right to assign to work areas as necessary for the operation of the department.

11.04 An employee who, through advancing years or disablement, is unable to perform her regular duties may, at the Employer's discretion, be given preference if capable of performing any light work available or may be assigned to a different position at a salary payable for the position to which she is assigned.

11.05 When transferring employees from one classification to another, there shall be no reduction in pay. This will not apply to job bidding or to demotion for just cause.

11.06 (a) All promotions and voluntary transfers are subject to one (1) month trial period in the case of full-time positions or one hundred and sixty-eight (168) hours in the case of part-time position. **For the purpose of completing the trial period, any periods of absence from the job will be excluded. This trial period will then be extended by the number of days absent from the job.**

(b) Conditional upon satisfactory performance, she shall be declared

permanent after the trial period.

(c) During the trial period, if the employee proves to be unsatisfactory in the new position or if she wishes to revert voluntarily to her former position, she shall be returned to her former position **and salary step** without loss of seniority. **In the event that the employee returns to their former position, and the employee passed an anniversary date during their period of employment in the new position, they will move to the higher step on the wage scale of their former position.**

(d) Employees bidding into and training in a department/unit who voluntarily or involuntarily revert back to their former position, within thirty (30) days, will be ineligible to pick up overtime shifts in the department they bid into.

(e) **An existing employee cannot bid into another position for at least six (6) months following the 30-day trial period unless it is for the purpose of obtaining more hours or greater pay.**

(f) **New employees must remain in their position at least six (6) months before bidding on internal postings.**

11.07 **Term Positions**

Full-time, part-time and casual employees will be permitted to fill term positions as follows:

(a) When a facility determines that a term position is required, the position shall be posted for seven days, as follows: Postings shall include current job classification, current rate of pay, current qualifications, and current shift. Posting shall state start and expiry dates. The Employer will notify the individual in a finite term position two (2) weeks prior to any change to the duration of the term with the exception of term positions covering leave as outlined in Article 9.01 and 9.04.

(b) Following the expiry of the term, the employees will be returned to his or her former position without loss of seniority, subject to:

- (i) securing a consecutive term position which commences immediately on the expiry of the preceding term position.
- (ii) securing a permanent position

(c) An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit. This shall not apply when an employee is applying for a permanent position, or when the term position currently held is of an indefinite nature (i.e. the end date is unknown).

(d) Positions vacated by an employee filling a term position will:

(i) remain vacant or

(ii) be filled on a casual basis by part-time or casual staff at the discretion of the employer;

(iii) be posted as a term position at the discretion of the employer.

(e) **In the event a term position that was previously filled is vacated two (2) months or more prior to the end of the posted term, the term position will be reposted.**

11.08 Should an employee withdraw his/her application at any time prior to or during the one (1) month trial period for the position, the next most senior qualified applicant who has applied for the vacancy, will be awarded this position.

ARTICLE 12 CREDIT FOR PREVIOUS EXPERIENCE

12.01 For the purpose of establishing wage rates of rehired employees, one hundred (100%) percent credit for previous related experience at the Burntwood Regional Health Authority shall be granted if the employee has not been absent from work for more than one (1) year.

If an employee has been absent from work for more than one (1) year and for the purpose establishing wage rates for qualified employees who have previous experience with an employer other than the BRHA the employer will recognize such experience in accordance with the following for placement on the wage scale:

Less than 1 year – Start Rate

1 year within past 4 years – 1 Year Rate

2 years within past 5 years – 2 Year Rate

3 years within past 6 years – 3 Year Rate

4 years within past 6 years – 4 Year Rate
5 years within past 7 years – 5 Year Rate

ARTICLE 13 RELIEVING

13.01 Any employee designated to relieve an out-of-scope position shall receive a one (\$1.00) dollar per hour premium for all hours worked when doing most of the duties of that position.

13.02 Any employee within the bargaining unit relieving another employee within the bargaining unit in a classification calling for a higher rate of pay, shall receive a premium of one (\$1.00) dollar per hour above his regular hourly rate of pay for all hours on this job. This additional one (\$1.00) dollar per hour will in no event result in a higher rate than the top hourly rate of the classification that is relieved. Relief must be authorized by the Supervisor.

- a) In appointing an employee for relief purposes under this section, the Employer shall give preference to employees with greater seniority ranking within the site, providing they have the ability to perform the normal requirements of the job, and providing the employee involved is willing to do the work and is on his regular scheduled work day.
- b) In the event that employees with the greater seniority ranking are not willing to do the work, then such relief duty shall be assigned to the most junior employee within the department who has the ability to perform the work.
- c) The Employer, in all cases, shall inform the employee involved of the purpose and the expected duration.

ARTICLE 14 LEAVES OF ABSENCE

14.01 **Bereavement Leave** - The Employer shall grant an employee a leave of absence of four (4) days without loss of pay upon the death of a member of his or her immediate family. When the funeral is to be held outside of a two hundred and fifty (250) mile radius of the work site, the Employer agrees to allow a maximum of six (6) days of Bereavement Leave, without loss of pay, for the purpose of attending the funeral.

- a) "Immediate family" shall be considered as husband, wife, son, daughter, mother, father, step parents, step-child, mother-in-law,

father-in-law, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, grandparent-in-law, daughter-in-law, son-in-law, legal guardian (former) or fiancé.

- b) The Employer agrees to grant employees attending a funeral overseas a minimum leave of absence of two (2) weeks, with five (5) days' pay, as per above.
- c) The Employee shall receive pay at her basic rate for each scheduled day of work missed within those four (4) days.
- d) Necessary time off up to one (1) day at basic pay may be granted to an employee to attend a funeral as a pallbearer or mourner.
- e) Additional unpaid Bereavement Leave will not be unreasonably denied in the event of a death in the employee's immediate family.

14.02 a) The Employer agrees to allow time off without pay for one (1) delegate per department within the Thompson General Hospital, one (1) delegate for the Burntwood Community Health Resource Centre, two (2) delegates per site within Lynn Lake and Leaf Rapids, and one (1) delegate for the Gillam Hospital, to a maximum of eight (8) delegates per year to attend Union conventions and/or conferences, for the period of time which shall encompass the length of the convention and/or conference.

b) The Employer agrees to give reasonable time off without pay for negotiations purposes for four (4) employees from the Thompson General Hospital and one (1) employee each for Leaf Rapids, Lynn Lake, Gillam Hospital, and the Burntwood Community Health Resource Centre.

c) The Union will give the Employer at least **two (2) weeks or more** written notice.

d) The Employer will continue to pay all wages and benefits to employees who qualify and take a Union Leave. The Union agrees to reimburse the Employer for the cost of related wages and benefits upon receipt of claim.

14.03 An employee who is required by law to serve as a juror or a subpoenaed witness by the Crown shall be paid wages amounting to the difference between the amount paid to him for jury duty and the amount he would have earned had he worked on such days. This does not apply if an employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if the jury duty occurs on the employee's regular days off.

14.04 **Parenting Leave** - Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.

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

a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.

b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.

c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the employer will have the right to place the employee on Maternity Leave.

d) 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.

(ii) **Parental Leave - Paternity** -An employee shall receive Parental Leave of thirty-seven (37) weeks, subject to the following conditions:

a) He becomes the natural father of a child and assumes actual care and custody of his child.

b) He has completed six (6) months employment as of the date of the intended leave.

c) He submits to the employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

d) Parental Leave must commence no later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

(iii) **Parental Leave - Adoption** - An employee shall receive Parental Leave without pay of up to seventeen (17) weeks, subject to the following conditions:

a) An employee must adopt a child under the laws of the province.

b) An employee may commence Adoption Leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the employer is kept informed of the progress of the adoption proceedings.

c) An employee has completed six (6) months employment as of the date of the intended leave.

d) Parental Leave must commence no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

(iv) An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of her return. On return from Maternity and/or Parental Leave, the employee shall be placed in her former classification and shift schedule at the same salary level.

NOTE: The following sub-items (1) through (11) are subject to Canadian Employment and Immigration Commission (C.E.I.C.) approval and shall be applicable to employees applying for Maternity Leave after the date of approval.

Maternity Leave

1) 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 an employee to commence maternity leave if the state of her health is incompatible with the requirements of her position, and such time shall be in addition to the leave she is otherwise entitled to under this article.

Plan A

- 2) In order to qualify for Plan A, a pregnant employee must:
 - a) have completed nine (9) 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; and
 - c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.

3) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- a) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 14.04 (2) (c), or
- b) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 14.04 (2) (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- c) the Employer may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the Department Head.

4) 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 income protection credits against the Employment Insurance waiting period. Such days that may be utilized for this purpose will be as set out in Article 14.13. A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect her paid regular hours of work within the previous fifty-two (52) weeks.

b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for reaccumulation of the number of income protection credits granted under subsection (a), the employee shall

compensate the Employer for the balance of the outstanding days at the time of termination. Approved income protection with pay granted during the period of return shall be counted as days worked.

Plan B

- 5) In order to qualify for Plan B, a pregnant employee must:
 - a) have completed nine (9) continuous months of employment with the Employer;
 - b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence income protection;
 - 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 CEIC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
- 6) 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 on a full-time basis for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of full-time employment, and
 - b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer, and
 - c) should she fail to return to work as provided under (a) and/or

(b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.

of: 7) An employee who qualifies is entitled to a maternity leave consisting

- a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 14.04 (5)(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 Article 14.04 (5)(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- c) the Employer may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the department head.

8) 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 E.I. benefits the employee is eligible to receive and 93% of the weekly rate of pay;
- c) it is understood that the amount of the payment made by the Employer under Item 8(a) and Item 8(b) above shall not, when combined with the E.I. benefit, and any other earnings received by the employee, exceed 93% of the employee's normal weekly earnings.

9) Plan B does not apply to temporary or part-time employees or employees who normally are subject to seasonal lay-off.

10) 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.

11) Sections 36(1) through 36 (11) inclusive of the Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

14.05 **Compassionate Care Leave**

Employees may request time off for Compassionate care purposes and if so, shall be granted a leave of absence or absences which shall not exceed eight (8) weeks in total. Said Compassionate care leave shall be consistent with Employment Insurance regulations.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 14.01 of the Collective Agreement.

14.06 The Employer agrees to grant additional personal leave of absence, where possible, other than those above when requested by employees at least two (2) calendar weeks in advance.

14.07 **Income Protection**

All Employees who have been employed at least sixty (60) calendar days or more with the Employer will accumulate one and one-quarter (1 1/4) days' income protection, with pay, per month of service, unlimited accumulation.

(a) Qualifications to receive income protection will be as follows:

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

An employee who is unable to report to work in accordance with the above shall inform his/her supervisor prior to commencement of his/her next scheduled shift, in accordance with Facility regulations. An employee who fails to do so will not be entitled to income protection for the period prior to such notice unless a satisfactory reason is presented for the delay. The Employer agrees to provide the Union with a copy of Facility Regulations and any changes that may be made to same in future.

(b) The Employer reserves the right to require a medical examination by a

qualified medical practitioner or a medical certificate or the Employee's report on forms prescribed by the Employer as proof of the validity of any claim for income protection and as proof of the Employee's fitness to return to duty. Failure to produce such certificate when requested may disqualify an Employee from receiving income protection.

(c) The Employer will provide the employees with their accumulated income protection credits in June and December of each year. This information will be provided on the employee's paystub.

(d) Where any employee who is qualified for paid income protection is hospitalized (an in-patient admission) during her period of vacation, there shall be no deduction from vacation credits for the period of hospitalization. The Employer must be notified of the request for paid income protection at the time, and confirmation of hospitalization may be required by the Employer. The period of vacation so displaced shall, by mutual agreement, either be added to the vacation period or reinstated for use at a later date.

When a death in the immediate family occurs during the employee's regularly scheduled vacation period, the employee will inform the employer and the displaced period shall be either added to the vacation period or reinstated for use at a later date.

(e) Upon forty-eight (48) hours' notice to the Employer, and providing such time off does not unduly disrupt the departmental operations, employees shall be allowed time off with pay to attend appointments for medical and dental examinations and/or treatments. The time utilized for such appointments shall be deducted from accumulated income protection accumulation to the nearest one-quarter hour.

(f) Should it be necessary for an employee to attend medically related appointments outside of her community by reason of non-availability of service in her community, the employee shall be allowed up to **a maximum of three (3) days** off with pay, to be deducted from income protection accumulation to the nearest one-quarter hour. **Days off are for medical related travel and to attend medical appointment or appointments.**

(g) The employer agrees to provide the union with a copy of the Facility regulations and any changes that may be made in the future to same.

Income Protection, Workers Compensation, and Manitoba Public Insurance

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

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

An employee who becomes injured as a result of an accident compensable by Manitoba Public Insurance shall inform his/her supervisor prior to the commencement of his/her next scheduled shift, in accordance with Facility regulations.

(iii) Where an employee has applied for WCB/MPI benefits and where a loss of normal salary would result while awaiting a WCB/MPI decision, the employee may elect to submit a written application to the Employer requesting an advance subject to the following conditions:

(a) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 17.01 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.

(b) The advance(s) will cover the period of time from the date of injury until the date the final WCB/MPI decision is received; however, in no case shall the total amount of the advance exceed seventy (70%) percent of the value of the employee's accumulated income protection credits.

(c) The employee shall reimburse the Employer by assigning sufficient WCB/MPI payments to be paid directly to the Employer to offset the total amount of the advance.

(d) In the event the WCB/MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this collective agreement and the Employer shall recover the total amount of the advance by payroll deduction.

(e) Upon written request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

(B) (i) An employee who has accumulated sufficient income protection credits may elect to submit a written application to the Employer requesting that the Employer supplement the WCB/MPI payments. The amount of such supplement will equal ten (10%) percent 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 17.01 of the collective agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Unemployment Insurance contributions.

(ii) 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 occurs first.

(iii) Subject to the provisions of each plan, the employee may request in writing that the Employer deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, long term disability plan and group life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

(iv) Further to this, the Employer shall notify the Workers Compensation Board / Manitoba Public Insurance of salary adjustments at the time they occur.

(v) In accordance with Section 41 (6) (b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the Workers Compensation Board by January 1, 1994, so that the WCB may determine whether or not the supplements referred in (B)(i) above shall continue in effect after January 1, 1995.

(vi) If at any time, it is decided by the Workers Compensation Board that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Workers' Compensation Board, then such payment shall not be payable.

(C) Where the Workers Compensation Board, Manitoba Public Insurance, or the Long Term Disability provider recommends a work assessment period of modified return to work, the Employer shall make every reasonable effort to arrange for such

assessment and return, subject to the Workers Compensation Board, or Manitoba Public Insurance, or the Long Term Disability provider covering all the related costs.

(D) Employees who remain absent from their position on unpaid income protection beyond the two year period of disability and rehabilitation will not be guaranteed the right to return to their same position. The employee and Employer will work together to find a position of equal value (monetary) within the organization that the employee has the qualifications and demonstrated ability to do the job.

14.08 Any employee who is declared a candidate to run for public office or appointed to public office, which will include appointment to a government board or commission, shall be granted a leave of absence in order that said employee may be able to properly conduct his or her election campaign. Should such employee be elected or appointed to hold public office, said employee will be granted a leave of absence in order that said employee may be able to fulfill the duties of the elected or appointed office. This leave of absence will be without pay.

Said employees will be reinstated in their former positions, upon the completion of their leave, if reasonably possible.

14.09 (a) The Employer agrees to maintain the current system of on-the-job training in areas as determined by the Employer.

The Employer agrees to establish an Ad Hoc sub-committee of Employment Services Labour/Management Relations Committee as referred to in Article 26.04, to identify and recommend training re: Nurses Aides, Ward Clerk, Maintenance training programs, etc.

When the Employer deems it necessary to train part-time or casual employees to perform duties that may allow them to be available for additional work in the department, the training will be offered in descending order of seniority to the qualified employees in the classifications to be trained.

(b) The Employer shall establish training for their current position as it sees fit, which shall be sufficient to allow the employees reasonable opportunities to upgrade their knowledge and skills. Notice of these courses shall be posted for a period of two (2) weeks on bulletin boards to afford interested employees an opportunity to apply for such training. The notice shall contain information setting out the type of course, and the basic minimum qualifications required for applicants. The senior qualified applicant shall be selected. Time spent in such training courses shall be without pay.

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

14.10 If an employee takes a course outside of working hours, and if before the employee takes the course, his or her supervisor indicates that the course is relevant to his or her employment, the Employer will reimburse the employee for fifty per cent (50%) of the tuition fee, and cost of required books, to a limit of **five** Hundred Dollars (**\$500.00**), upon successful completion of the course. Employees will be reimbursed upon proof of successful completion of the course and submission of original receipts.

14.11 **Pre-Retirement Leave**

- a) Full-time employees who:
 - i) retire at age sixty-five (65) years; or
 - ii) retire after age sixty-five (65) years; or
 - iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years;
 - iv) retire in accordance with the "Magic 80" provisions of the pension plan;

shall be granted pre-retirement leave on the basis of four (4) days per year of employment.

b) Part-time employees who retire in accordance with the conditions set forth in a) above shall be granted paid pre-retirement leave as specified above on a pro-rata basis. Calculation will be based on the following formula:

$$\frac{\text{Average Annual Hours Actually Worked From} \times \text{Entitlement of a Full-time Employee}}{\text{Last Date of Employment Annual Full-time Hours}}$$

c) Calculation of pre-retirement leave entitlement shall begin from the date of the employee's last commencing employment at the Burntwood Regional Health Authority, Inc. and shall be based on the employee's total length of continuous employment on the date of retirement.

d) 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.

NOTE: Where an employee chooses to take a lump sum payment, the retirement date shall

be her last day worked.

14.12 **Family Illness Leave** - An employee may use up to five (5) days income protection in any one (1) calendar year for illness of a spouse, child or parent. Income protection that may be utilized for this purpose is limited to days earned in accordance with Article 14.13.

14.13 For each one and one-quarter (1.25) days of income protection accumulated, one day* shall be reserved exclusively for the employee's personal use. The remaining one-quarter (0.25) of a day* shall be reserved for either the employee's personal use, or for use in the event of family illness as specified in Article 14.12. 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".

ARTICLE 15 VACATIONS

15.01 The Employer's vacation year begins on May 1st of each year. Vacations taken after May 1st will have been earned in the previous one (1) year period.

15.02 Full-time and part-time employees shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

- fifteen (15) working days per year commencing in the first year of employment;
- twenty (20) working days per year commencing in the fourth year of employment;
- twenty-five (25) working days per year commencing in the eleventh year of employment;
- thirty (30) working days per year commencing in the twenty-first year of employment.

Any full-time or part-time employee whose anniversary falls after April 30th, shall receive a pro-rated portion of the additional entitlement of the fourth, eleventh, and twenty-first anniversary of employment.

Two additional paid days travel time will be granted each year. **Pay for these days will be prorated for part-time employees.**

15.03 Vacation entitlement will be accrued on the basis of years of employment/continuous service.

15.04 An employee who has not completed one (1) year of employment as at the vacation cut-off date shall be entitled to 1.25 vacation days for each month worked.

15.05 Any employee taking one (1) calendar week of accrued annual vacation between November 1st and March 31st will receive an additional one (1) day's vacation with pay.

15.06 Any employee's continuous service shall date from the day of his last employment, as governed by seniority of eligible employees covered by this Agreement, and he or she shall receive vacation pay for thirty-eight and three-quarters (38 3/4) hours per week, at his or her standard, hourly rate of pay, exclusive of premiums.

15.07 (a) The entire vacation shall be taken in one continuous period, unless mutually agreed upon between the employee and the Employer.

 (b) An employee, who transfers to another unit after her vacation request has been approved, shall have her vacation scheduled by the Manager of the new unit in consultation with the employee within the time periods remaining during that vacation year.

15.08 It is agreed that the intent of this Section is to provide vacation to eligible employees who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings for not less than ninety-five (95%) percent of an employee's regular, working hours, during a continuous twelve (12) month period. Where an employee receives earnings for less than ninety-five (95%) percent of the regular working hours in a vacation year, vacation pay shall be reduced proportionately on the basis of the regular hours actually worked during the vacation year.

15.09 It is further understood and agreed that time lost during the following shall be counted as time worked for purposes of determining an employee's vacation:

- (1) the period of a vacation;
- (2) the aggregate of unpaid periods, not exceeding thirty (30) working days in all, comprising:
 - (a) time during which the employee has been authorized by the Employer to be absent from work, and
 - (b) time in respect of which the employee files with the Employer a certificate signed by a duly qualified medical practitioner,

showing that the employee was not, in the opinion of the medical practitioner, fit to work during that time, by reason of illness.

(c) all time spent on paid leaves of absence.

15.10 The Employer shall post, not later than November 1st for the following year, the projected vacation entitlement list indicating vacation entitlement anticipated for each member of the Bargaining Unit.

Employees who submit their vacation request by March 1st of each year, shall be notified by the Employer, in writing, no later than March 31st of that year of the granting or denial of the request, consistent with the terms of this agreement.

Employees who submit their vacation request later than March 1st of any year will not be entitled to exercise their seniority for preference of dates, over the employees who have requested prior to the March 1st .date.

If an employee has not submitted all entitled vacation for scheduling by January 1st, the Employer will unilaterally schedule said vacation entitlement.

15.11 In granting vacation, the Employer will give first consideration to seniority ranking and consider the wishes of the employee and the efficient operation of the Employer. Vacation dates may be changed by the Employer in cases where it is considered necessary for efficient operation. However, the employer shall not change the vacation schedule of an employee within forty-five (45) calendar days of the employee taking his or her vacation except in the event of the evacuation of the Hospital or the implementation of the Disaster Plan.

15.12 (a) Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance.

(b) When a Statutory Holiday occurs during an employee's vacation period, an extra day's vacation will be granted, or an extra day's pay shall be given to said employee, at the choice of the employee concerned.

15.13 Where an employee is qualified for paid income protection and is hospitalized during her period of vacation, there shall be no deduction from her vacation credits for the period of hospitalization. The Employer must be notified of the request for paid income protection at the time and confirmation of hospitalization may be required by the Employer. The period of vacation so displaced shall, by mutual agreement, either be

added to the vacation period or be reinstated for use at a later date.

An employee requiring bereavement leave during the period of vacation shall not be deducted her vacation credits for the period of bereavement.

15.14 Subject to operational requirements, and for a maximum of one request per vacation year, employees will be granted unpaid leave of absence to complete a partial week of vacation.

Where an employee is unable to take vacation due to staff shortages or shortages of relief help, all unused vacation will be paid out to the employee, if requested by the employee.

15.15 **Special Northern Leave** - During the life of this Agreement the Employer shall provide five (5) weeks of Special Northern Leave with pay for employees who have completed five (5) years of continuous service (or equivalent full-time employment for part-time employees) during the term of this Agreement and an additional five (5) weeks of Special Northern Leave with pay upon completing each additional five (5) year period of continuous service, in accordance with Article 15.15. A week of Special Northern Leave shall mean seven (7) calendar days' time off with five (5) working days' pay. (Continuous service in this sub-article shall mean years in the employ of the Employer from the latest date of hire.) Northern Leave will be accrued on the basis of years of employment/continuous service.

15.16 (a) Each employee who completes his first five (5) years of continuous service shall become entitled to five (5) weeks of Special Northern Leave with pay in addition to all vacation with pay to which he is entitled under the provisions of Article 15 of this Agreement. Similarly for all other employees who complete each additional five (5) years of continuous employment, their entitlement to five (5) weeks Special Northern Leave shall be considered separate and apart from their annual vacations.

(b) In determining the length of a Special Northern Leave, a week shall mean seven (7) consecutive days including Saturdays and Sundays. Where a general holiday occurs during a Special Northern Leave, it shall be lengthened by one (1) work day.

(c) Should an employee who is entitled to any Special Northern Leave with pay fail, for any reason, to take the same within five (5) years after becoming entitled thereto or should he retire or otherwise cease to be employed by the Employer or die before taking the same, the Employer will, in lieu of granting such Special Northern Leave, pay to such employee or to his estate should he have died, the Special Northern Leave pay to which he would have been entitled if he had taken such Special Northern Leave immediately prior to the fifth (5th) anniversary of his becoming entitled thereto or

immediately prior to the cessation of his employment with the Employer or immediately prior to his death, as the case may be.

(d) The allocation of vacations with pay under the provisions of Article 15 hereof shall have priority over the allocation of Special Northern Leave hereunder.

(e) In order to minimize interference with the normal operations of the Hospital, Special Northern Leave will be granted only at such times and in such amounts as the Employer, at its discretion, may determine but subject thereto due consideration will be given to the wishes of the individual employee. It is anticipated that, in most cases, an employee's Special Northern Leave will be taken within the five (5) year period following the date on which he becomes entitled to it and, it is hoped, early in that period.

15.17 Long Service Recognition – Vacation

Inclusion of the following provision in the collective agreement is conditional on concluding a mutually agreeable interpretation and application of the Annual Vacation article which may result in the negotiation of amendments to the wording of the Annual Vacation article as well as related articles. Should a mutually agreeable interpretation and application not be reached on an individual union basis the following provision will not be included in that union's collective agreement(s).

Effective April 1, 2009- In recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the calendar year in which the anniversary date falls and are not cumulative.

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

Employees whose anniversary date falls in the period April 1, 2008 to March 31, 2009 will be entitled to receive this benefit in the 2009 calendar year.

ARTICLE 16 HOURS OF WORK AND OVERTIME

16.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or

per week, or days of work per week. It is the intent of this Article that regular, steady employment will be available.

16.02 The work day shall be seven and three-quarter (7 3/4) hours. Thirty (30) minutes shall be granted on the employees' time.

This clause shall not, however, prevent trial and implementation of changes in shift lengths if mutually agreed between the Employer, the Union and the employees whose shifts are affected by the change. Any such agreements shall take the form of an addendum attached to and forming part of this Agreement.

16.03 The regular work week shall be thirty-eight and three-quarter (38 3/4) hours.

16.04 Authorized overtime to be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of seven and three-quarter (7 3/4) hours per day, or thirty-eight and three-quarter (38 3/4) hours per week.

Any employee who works overtime in excess of three (3) hours in any one (1) shift shall receive double time his hourly rate of pay for all hours in excess of three (3) hours.

Overtime shall be offered to the most senior employee on a voluntary basis, then in descending order of seniority.

A full-time employee shall receive double his hourly rate of pay for all overtime worked on a scheduled day off.

- a) Overtime will be offered to the senior available qualified employee whether the overtime rate is time and one-half or double time.
- b) In situations where employees are scheduled for five (5) days of work, overtime shifts will occur on the employee's regular scheduled day off, regardless of where the day off falls.
- c) In situations where overtime is offered at the conclusion of the shift, this overtime will be offered to the senior available qualified employee working the shift as long as the duration of the overtime is for less than three (3) hours. The employer will call in senior available qualified employees who are not working if the shift is going to be for longer than three (3)

hours. The Union is in agreement that this will not result in splitting of shifts for overtime purposes.

- d) In situations where there is an overlap from an employee's regularly scheduled shift and an overtime shift, this overtime shift will not be offered to the employee already working. At the discretion of the Employer a fifteen (15) minute overlap may be incurred if the overtime is in the department that the employee is currently working in.

16.05 By mutual agreement, overtime may be taken as equivalent time off. Employees will be entitled to bank overtime hours for the purpose of taking time off at a later time as mutually agreed.

The employer will have the option of paying out any remaining banked overtime at each fiscal year end.

16.06 Where the employee is not fully trained and qualified for the position held and requires orientation for the position, he or she will be required by the Employer to attend meetings for these purposes. For any meetings called by the Employer to which attendance is requested outside of working hours, all time spent shall be considered time worked.

16.07 **Weekends Off**

The Employer will make every effort to grant each employee alternate weekends off and when this is not reasonably possible, shall grant one (1) weekend off in three (3).

16.08 **Christmas and New Year's Off**

Except where staff shortages exist, the Employer will give the employees either Christmas or New Year's Day off, with as many additional consecutive days off as reasonably possible.

16.09 **Posting Work Schedule**

(1) The Employer shall post the weekly work schedule for all employees not later than Friday of each week, for the following two (2) weeks. If a new schedule is not posted by Friday noon, then the previous schedule shall apply for the following two (2)

weeks.

(2) The work schedule of a full-time employee shall not be changed unless forty-eight (48) hours' notice has been given. If less than forty-eight (48) hours' notice has been given, then the Employer shall pay seven and three-quarter (7 3/4) hours additional, in lieu of notice, except in the case of an emergency. In the case of emergency, the Employer may alter a work schedule without forty-eight (48) hours' notice and shall not be subject to the seven and three-quarter (7 3/4) hours' penalty, as listed above.

(3) Once an employee has made his/her availability known and scheduled accordingly he/she must complete their commitment. Failure to do so will be considered a refusal and subject to 3.02 (f) and 3.03 (k).

(4) Overtime shifts will not be offered to an employee working in another department if the employee's scheduled shift has not finished in the department or area prior to the commencement of the overtime shift.

16.10 Meal Periods, Rest Periods

a) **Meal Periods:** A meal period, without pay, for employees working a daily shift of seven (7) hour or more, shall be of thirty (30) minutes uninterrupted duration and shall start not earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift. There shall be no exceptions to the meal period. Times at which such meal periods are taken shall be scheduled by management.

Engineers shall receive payment for their meal periods at regular rate of pay.

The practice of having a longer lunch period for certain sites or departments will continue as long as it is mutually agreeable to the Employer and the Union.

b) **Rest Periods:** The Employer agrees to grant an uninterrupted rest period, with pay, to all employees working a seven and three-quarter (7 3/4) hour shift, one rest period to be granted before and one after the meal. Rest periods for all employees shall not begin until one (1) hour after commencement of work, or less than one (1) hour before either the meal period or the end of the shift, and shall not be combined with the meal period. A rest period scheduled by the Employer shall be fifteen (15) minutes.

c) The Admitting Clerk working the night shift shall be paid at her regular rate for her meal period (Thompson only).

16.11 **Meal Periods, Rest Periods - Part-Time Employees**

(1) A daily shift of more than three (3) hours and less than five (5) hours will have one (1) rest period with pay.

(2) A person working a daily shift of five to seven (5 - 7) hours shall have one (1) rest period with pay and one (1) thirty (30) minute meal break without pay.

(3) One (1) meal break of not more than thirty (30) minutes without pay and two (2) rest periods with pay shall be scheduled for employees who work a daily shift of seven (7) or more hours.

16.12 **Meal Allowance**

Any employee required to work two (2) or more hours' overtime following a regular shift shall receive a free meal in the Hospital cafeteria. An allowance of **seven (\$7.00) dollars** will be paid in lieu of the meal when the cafeteria service is not available.

16.13 **Exchange of Shift**

Any request for any exchange of shift between employees must contain the written approval of all affected employees and, if approved by the Employer, shall not result in any additional cost to the Employer.

16.14 Any requests for specific days off shall be submitted in writing at least two (2) weeks in advance and shall be granted by the Employer if reasonably possible.

16.15 **Part-time and Casual Employees to Work in More than one Department**

Part-time employees and casual employees are entitled to obtain additional shifts in more than one department, providing they make themselves available in accordance with Articles 3.02 (f) and 3.03 (k), are qualified for the position in question and are currently trained and orientated for that particular department.

ARTICLE 17 WAGES, ACCELERATION, SHIFT PREMIUM, WEEKEND PREMIUM

17.01 During the term of this Agreement, the Employer and the Union agree

that all payments of wages shall be made in accordance with Appendix B of this Agreement, attached hereto. Provided that where an individual employee's wage rate is higher, such individual employee's wage rate shall not be reduced by reason of this agreement.

17.02 **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 12 months from date of discovery, provided:

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

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

17.03 Any employee who is called in and reports for work shall receive a minimum of four (4) hours' pay at the applicable regular rate.

17.04 Any employee who is recalled to work within sixteen (16) hours after termination of his regular shift and who reports for work, shall receive a minimum of three (3) hours' pay at the applicable overtime rate. This article shall not apply to casual employees or part-time employees who apply for occasional additional available shifts in accordance with Article 3.02 (f).

17.05 The Employer shall provide 7.75 hours rest between the end of the employee's shift and the beginning of the employee's next scheduled shift.

17.06 Employees who start or terminate their shift between the hours of 12 midnight and 6:30 a.m. will have transportation provided by the Employer, at no cost to them.

17.07 Employees who are promoted shall be paid at the first rate in their new scale which exceeds their previous rate of pay.

17.08 Effective April 1, 2002:

(a) Any employee working a shift or shifts, the majority of whose working hours fall between 1600 hours and 2400 hours, shall receive an evening shift premium of one dollar (\$1.00) per hour.

(b) Any employee working a shift or shifts, the majority of whose working hours fall between 2400 hours and 0800 hours the following day, shall receive a night shift premium of one dollar and seventy-five cents (\$1.75) per hour.

17.09 A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

ARTICLE 18 NOTICE OF TERMINATION OF EMPLOYMENT

18.01 Two (2) weeks' notice of intention to terminate employment must be given in writing by the party initiating the termination. All such notice shall be exclusive of any vacation due and the Employer shall grant equivalent pay in lieu of notice or deduct an amount equal to the employee's basic pay for any period where notice is not given. **Employees will not be eligible to receive paid vacation time or income protection during this two week notice period.**

18.02 The above period of notice shall not apply where an employee is terminated for just cause.

18.03 Return of Hospital Equipment

The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to the termination date.

ARTICLE 19 STATUTORY HOLIDAYS

19.01 The following shall be recognized as Statutory 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 | Boxing Day |

and any other day as declared by the Provincial or Federal Government.

19.02 The Employer agrees to assign time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day. As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.

19.03 When an employee works on a Statutory Holiday, the employee will receive, first of all, the amount of pay he would have received had he not worked on that day, plus time and one-half (1 1/2) for all time worked; OR time and one-half (1 1/2) for all time worked, plus an additional day off, with pay, within one hundred and twenty (120) calendar days from the date of the Statutory Holiday, at the discretion of the employee, providing the scheduling of the additional day can be arranged by the Employer.

19.04 When a Statutory Holiday falls on an employee's day off, said employee shall receive seven and three-quarter (7 3/4) hours' pay or an extra day off with pay, if mutually agreed between the employee and the Employer. The Employer further agrees to grant said additional day off with pay in conjunction with the employee's regular day off whenever possible.

19.05 Statutory Holidays for part-time employees shall be as outlined in Article 3.02(a).

ARTICLE 20 NO STRIKES - NO LOCKOUTS

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

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

ARTICLE 21 CHANGE IN JOB DESCRIPTION AND/OR CLASSIFICATION

21.01 The Union recognizes the right of the Employer to determine the job content (job description), to create and amend any job description or classification, subject to the following:

(a) In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in job content of an existing classification falling within the Bargaining Unit, the Union shall be notified and within thirty (30) days commence negotiations for the appropriate salary range. Any dispute as to whether a new or revised classification falls within the Bargaining Unit may be referred to the Manitoba Labour Board for determination. The application of this clause shall not be deemed to constitute the re-opening of this Agreement.

(b) Where the content of the job description is changed substantially or a description is created for a new position, it shall be provided to the incumbent and a copy mailed to the Union office within thirty (30) calendar days of the change or of the creation of the new position. The incumbent shall have ninety (90) calendar days to object to any substantial change in job description. If the objections cannot be resolved, the matter may be dealt with through the grievance/arbitration procedure.

It is understood and agreed by the parties to this Agreement that in the case of a grievance being lodged in regard to the above, the incumbent shall comply with the change in the job description until the matter has been resolved through the grievance and arbitration procedure of this Agreement.

(c) The job content or job descriptions of all positions and classifications for which the Union is a bargaining agent shall become the recognized job descriptions, unless challenged under (b) above. (The job descriptions as amended and given to the Union on September 23rd, 1980, shall also become the recognized job descriptions but if the Employer makes any change to these job descriptions, it shall be subject to (b) above. This last sentence applies only to Thompson and Leaf Rapids Sites.)

(d) The following wording to appear on all Job Descriptions:

"Any other directly related duties within the function of _____ as may be required from time to time."

NOTE: The above wording shall replace any other current wording dealing with other

related duties.

ARTICLE 22 TECHNOLOGICAL CHANGE

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

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

- a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this agreement.

22.02 **Transfer Arrangements**

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

Upon an employee(s) becoming displaced, the Union and the Employer will meet to discuss training options for the purpose of retraining employees in the Burntwood Regional Health Authority's facilities.

It is understood that the duration of the training should not exceed

three (3) months unless mutually agreed upon by the Employer and the employee. It is further understood that upon completion of the training Article 11.01 would apply.

22.03 **Training Benefits**

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

ARTICLE 23 SUB-CONTRACTING

23.01 It shall not be considered as sub-contracting should the Employer:

- a) merge or amalgamate with another health care facility or health care related facility, or
- b) transfer or combine any of its operations or functions with another health care facility or health care related facility, or
- c) take over any of the operations or functions of another health care facility covered by this Collective Agreement.

23.02 In accordance with Article 23.01, an employee will be given ninety (90) days notice and severance pay on the basis of two (2) weeks pay at the regular basic rate, for the position last occupied, for each year of employment with the Employer if the Employer is unable to provide alternate employment for which the employee possesses qualifications and ability sufficient to perform the required duties.

23.03 If the Employer intends to sub-contract work which results in the displacement of a number of employees, the Employer will notify the Union at least ninety (90) days in advance of such change and will make every reasonable effort to find suitable alternative employment for those employees so displaced first within the site of employment prior to displacement and if the employee is willing, within the other sites comprising the Burntwood Regional Health Authority, and will guarantee to offer alternate employment first within the site of employment prior to displacement and if the employee is willing, within the other sites comprising the Burntwood Regional Health Authority to those employees who have thirty-six (36) months or more continuous service with the Employer.

Any employee with more than thirty-six (36) months' service accepting a position in a lower paid classification will continue at the salary of his/her present classification and will receive an increase only when the rate in his/her new scale, corresponding to his/her years of service, provides for an increase over his/her current rate.

ARTICLE 24 HUMAN RIGHTS / NO DISCRIMINATION

24.01 The Employer and the Union jointly agree that there shall be no discrimination against any employee because of union membership or non-membership, or union activity or non-activity. It is further agreed that there will be no discrimination as defined in the Human Rights Act.

ARTICLE 25 BULLETIN BOARDS

25.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the union to post notices concerning matters that are of direct interest to the Union and the employees covered by the Collective Bargaining Agreement. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place.

ARTICLE 26 COMMITTEES

26.01 Safety and Health

The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices, wearing apparel presently provided by the Employer, and other equipment necessary to properly protect employees from injury, shall be provided by the Employer.

26.02 The union and the Employer agree to cooperate to the fullest extent in the promotion of safety and in the maintenance of safe working conditions and practices including the preservation of the Burntwood Regional Health Authority property and equipment

26.03 The Employer agrees to recognize a Safety and Health Committee for each site. The Committee will be comprised of Union representatives of the various unions and Management representatives. The UFCW would be entitled to two representatives for the Thompson site, and one representative each for the Lynn Lake, Leaf Rapids, Gillam and Burntwood Community Health Resource Centre sites.

The purpose of the Committee shall be to consider all matters of safety and health at the various sites and to attempt to remedy any conditions considered to be detrimental to the safety and health of the employees.

26.04 **Labour Management Relations**

The Employer and the Union agree to establish and maintain a Labour Management Relations Committee at each site comprising the Burntwood Regional Health Authority consisting of not less than two (2) persons appointed by each of the parties. The Committee shall meet at the request of either party subject to five (5) days notice being given but not less than once in each month unless otherwise agreed. The purpose of the Committee shall be to discuss/study/make recommendations to the Employer and the Union regarding matters of mutual concern. **The parties agree that it is within the jurisdiction of the Labour Management Committee to review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.**

ARTICLE 27 DISCIPLINE AND DISCHARGE

27.01 An employee is entitled to be notified at a meeting with the Employer of his suspension or discharge. The employee may be accompanied by the Union Steward if he so desires. If the Union Steward is not available then the employee may be accompanied by a witness selected by the employee, who is immediately available and who is an employee of the Employer.

27.02 Employees shall be notified in writing of the reason(s) for suspension or discharge.

27.03 The Employer shall provide the employee with a copy of any written or adverse report. Any reply shall become part of his record. The record of any disciplinary action shall not be used against him at any time after twenty-four (24) calendar months following such action except where such action resulted in injury to others or destruction of property.

27.04 Upon written request, an employee shall be given the opportunity to examine her personnel file -- copies of specific documents may be requested and the Employer agrees to supply same so long as the request for such information from individual

employees is not unreasonable. The Employer will only keep one (1) personnel file on each employee.

ARTICLE 28 JOB SECURITY

28.01 The Employer will endeavour to ensure that all employees covered in the bargaining unit shall retain employment with the Burntwood Regional Health Authority during the duration of this agreement.

28.02 If circumstances evolve whereby it becomes necessary to reduce the number of positions or number of staff, the Hospital agrees to the following:

a) The Employer shall notify the Union in writing at least one hundred and twenty (120) days in advance of any deletion of an occupied position. Such notice to include:

- i) identification of position;
- ii) name of incumbent;
- iii) reasons for deletion.

b) The Employer and the Union shall meet no later than twenty (20) working days after receipt of the above notice, to discuss and examine all available options with a view to retaining the employment of the affected employees.

c) Before any reduction of any occupied position(s) takes place the following options shall be looked at with a view to reaching an agreement on same:

- i) attrition;
- ii) bumping rights;
- iii) posting of vacancies;
- iv) transfer to other departments;
- v) other options.

(d) When an employee exercises his bumping rights or is being transferred or redeployed, that employee shall not have any reduction in wages. All future increases shall be the subject of discussion between the Employer and the Union.

28.03 After all the above possible options have been explored and discussed with a view to retaining employment of all affected employees, then and only then shall provision of Article 10 of this Agreement apply. It is clearly understood by all parties that no changes or deletions of occupied positions or jobs shall take place until all these options

have been thoroughly explored.

Deletion, bumping and layoff procedure

(a) The Employer shall post all vacant positions in accordance with Article 11.02 of the Collective Bargaining Agreement. It is agreed that all postings will be filled from within the bargaining unit and outside applicants will not be considered, where qualified applicants are available internally. Qualifications will be determined as per Article 11.01.

(b) The Employer will prepare a seniority list based on employees' seniority as of the date of the notification of lay-off, which will be utilized to determine the seniority of the employees in the bumping and layoff process.

(c) All term positions that have not expired by the date of layoff will terminate. Employees in those term positions will revert back to their former status (and/or position if applicable).

(d) Employees who have received notification of the deletion of his/her position, or that she/he has been bumped from his/her position, shall be placed on a bumping list in accordance with his/her seniority. Once placed on the bumping list, the employee will be responsible for making the employer aware of a telephone number where he/she can normally be reached. In addition, it is the responsibility of the employee to maintain contact with the Employer and notify the Employer of any change to their contact information.

(e) The Director of Human Resources or his designate, and a Union Representative, shall meet with all employees on the bumping list in descending order of seniority. The purpose of the meeting would be for the displaced employee to discuss his/her options and to indicate which available position he/she wishes to bump into. An employee may bump any position held by an employee whose seniority is less than the employee who is exercising his/her bumping rights, providing said employee meets the prerequisites and has the ability to perform all duties of the position he/she wishes to bump into.

(f) The Employer will make every effort to enable employees to bring their previously approved vacation dates with them to any new position they received. The parties mutually agree to discuss and make every reasonable effort to resolve any conflicts in vacation scheduling that may arise from this.

(g) Any employee who bumps into a new position will be entitled to an appropriate familiarization period as outlined in Section 11.01(a) of the current Collective

Bargaining Agreement. Both parties recognize that an employee choosing to utilize the familiarization period will be given the opportunity to bump again.

(h) Effective the date of layoff, all laid-off employees will be put on a recall list and be offered available positions and extra hours in accordance with Article 10 of the Collective Bargaining Agreement. Laid-off employees will receive notice as laid out in Article 18 of the Collective Bargaining Agreement.

A laid-off employee who obtains a term position will be still considered laid-off and will retain his/her rights for recall to a permanent position. The employee(s) may decline a permanent position that is not the status of the position he/she was laid off from (ie. full-time to part-time, or part-time to full-time). The employee will not be penalized and will remain at the top of the recall list while he/she awaits recall to a permanent position.

A laid-off employee who declines a permanent position based on documented medical restrictions, will not be considered to have “refused”. The employee will not be penalized and will remain at the top of the recall list while he/she awaits the next available position. Any employee on lay-off who declines a position, with the exceptions as laid out above, shall be put at the bottom of the recall list.

(i) Any concerns or difficulties which arise with respect to bumping will be dealt with by the Employer, the Union, and the affected employee.

(j) A full time or part time employee can bump into more than one (1) part-time position as long as the positions are compatible.

(k) It is agreed by both parties (The Employer and the Union) that a full-time employee can bump either a full-time or part-time position. A part-time employee can bump into a part-time position. A full-time or part-time employee can bump into more than one part-time position as long as the positions are compatible and as long as the employee doesn't end up with more hours per pay period than in his/her previous position. A part-time employee cannot bump into a full-time position.

(l) A full-time employee who chooses to bump into a part-time position will retain full-time status for a period of eight (8) months for the purpose of job bidding only. At the completion of eight (8) months in part-time employment, the employee will change to part-time status.

(m) A full-time employee who is unable to bump into a full-time position and chooses to bump into a part-time position will be permitted to augment his/her hours to full-time hours, if additional shifts are available (providing he/she is qualified and oriented to the specific department) prior to those additional shifts being offered to laid off

employees.

As long as he/she holds these positions, and these positions are the equivalent to a full time EFT, he/she will be considered full-time.

28.04 The Burntwood Regional Health Authority agrees to provide the union with a list within thirty (30) calendar days of reaching an agreement to identify the names and positions presently occupied by the Employer within the scope of this agreement on the payroll of the Burntwood Regional Health Authority.

ARTICLE 29 ESCORT DUTY

29.01 The aide escorting a patient shall be paid for all time involved with the patient, starting 15 minutes prior to the estimated departure of patients from the Hospital, with a minimum payment equal to five hours regular pay.

29.02 An aide required for escort duty on a recognized holiday shall be paid at the rate applicable according to the contract.

29.03 Overtime rates apply for aides in the following cases:

- (a) for hours in excess of eight (8) hours for time involved with patient;
- (b) for escort duty involving hours in addition to a regular shift worked.

29.04 If a full-time aide agrees to go on escort duty on her regular day off, she shall be paid at her regular rate of pay, and shall receive another day off in lieu of that day.

29.05 If an aide is unable to return from escort in time to work a scheduled shift, she shall be paid for the scheduled shift at her regular rate of pay.

29.06 In the event of an aide on escort duty for a period in excess of 24 hours, the guaranteed minimum pay that she will receive shall be calculated as follows:

$8/24 \times \text{hours of escort duty} \times \text{regular hourly rate of pay.}$

29.07 Transportation allowance shall be paid.

29.08 Meal and lodging shall be paid.

29.09 The Employer shall provide the Union with a copy of its policies as they relate to escort duties.

ARTICLE 30 LONG TERM DISABILITY INSURANCE PLAN

30.01 The Long Term Disability Plan with benefit levels, as determined by the Healthcare Employee Benefit Plan (HEBP), shall continue to be implemented for all eligible employees. The premiums of the plan will be shared on a 50-50 cost basis to a maximum of 1% for each party.

The Employer agrees to fund its share of costs on an administrative service basis as required.

Northern Benefit Allowance:

Effective March 1, 2003, employees receive a one percent (1%) benefit supplement to cover the cost of the L.T.D. benefit plan.

The parties agree that income protection credits and Workers Compensation benefits or Manitoba Public Insurance will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, the eligible employee will commence drawing disability benefits. It is understood that the elimination period for the L.T.D. Plan is 119 calendar days. An employee may claim income protection for a period of time not to exceed the elimination period.

ARTICLE 31 APPENDICES

31.01 Appendices "A", "B", "C", "D", "E", "F", and "G", as attached to this Agreement form an integral part of the Collective Agreement.

ARTICLE 32 PURCHASE OF TOOLS /UNIFORMS

32.01 The Employer agrees to purchase all tools necessary for the normal operation of the Maintenance Department.

32.02 The Employer agrees that during the term of this Agreement, it will supply and launder smocks, aprons, and/or uniforms to employees who are required to wear them. The Employer will set the requirement for uniforms.

ARTICLE 33 TRAVEL POLICY

33.01 (a) The parties agree that the Travel Policy established by the Burntwood Regional Health Authority will apply for employees when traveling at the request of the Burntwood Regional Health Authority.

(b) When requested, and where appropriate, the Employer will provide travel advances as outlined in the Policy.

ARTICLE 34 EMPLOYEE PLUG-IN PARKING

34.01 The Employer will endeavour to provide plug-in parking for all employees who require same, at no cost to the employee.

ARTICLE 35 EDUCATION AND TRAINING TRUST FUND

35.01 **Effective date of ratification, the BRHA shall contribute Three Thousand (\$3,000.00) Dollars to the United Food and Commercial Workers Union, Local No. 832 Thompson Education and Training Trust Fund. Effective April 1, 2009, April 1, 2010, and April 1, 2011, the BRHA shall contribute Three Thousand (\$3,000.00) Dollars to the United Food and Commercial Workers Union, Local No. 832 Thompson Education and Training Trust Fund. This Education and Training Trust Fund will be governed by a trust agreement signed by the Union and the BRHA and will be administered by three (3) trustees – two (2) appointed by the Union and one (1) appointed by the BRHA. The goal of the Education and Training Trust Fund will be to provide training and educational opportunities to Local 832 Thompson members. It shall also be intended to provide scholarships to eligible members.**

ARTICLE 36 DURATION AND RENEWAL

36.01 This Agreement shall come into effect on the **April 1, 2008** and shall remain in effect until **March 31, 2012**.

36.02 Either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date of this Agreement, give notice in writing to the other party of a desire to negotiate revision thereof. When the required notice of revision is given by either party, negotiations in connection with same will be started promptly and

APPENDIX "A"
REMOTENESS ALLOWANCE

The Employer agrees that Remoteness Allowance shall be paid to all employees covered by this Agreement, effective January 1st, 1976, on the following basis.

Remoteness Allowances shall be paid subject to the following eligibility.

A. Dependant supporting or non-dependant supporting status:

Non-dependant supporting status will be assumed for all employees eligible for Remoteness Allowances, and claims for dependant supporting status will be subject to the following criteria and conditions:

- (1) The employee shall be supporting one or more dependants, where a dependant includes:
 - spouse living with and dependent on the employee for main and continuing support;
 - unmarried dependent children under eighteen (18) years of age;
 - unmarried dependent children over eighteen (18) but under twenty-one (21) years if in full-time attendance at a school or university or similar educational institution;
 - unmarried children of any age if mentally or physically challenged.
- (2) There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement must have been in existence for at least one (1) year prior to the application.
- (3) A claim, with appropriate attestation, notarized where considered necessary, for payment of dependant supporting status allowances, will be submitted to the Employer when first requesting the allowance, and renewed annually thereafter prior to the fiscal year.
- (4) Where both spouses are employees of the Hospital or Departments or Agencies to which these regulations apply, the dependant supporting rate will be paid to the permanent employee, or, if both are permanent, the employee who has been hired first by the Employer. The other spouse will not receive either dependant supporting or non-dependant supporting rate of Remoteness

Allowance.

B. Hourly rated personnel:

Remoteness Allowances are to be determined separately from hourly wage rates. Except for employees hired on an "if, as and when" basis, Remoteness Allowances are to be considered on a daily basis, i.e. one tenth (1/10th) of the bi-weekly rate, up to the maximum amount for the bi-weekly period, for the following conditions:

- (1) for each day the employee is at work irrespective of the number of hours worked;
- (2) for each day that the employee is recognized as being a "stand-by"; or
- (3) in order to qualify for the daily rate, an employee hired on an "if, as and when" basis would be required to work one-half (1/2) of, or greater than, the normal working hours (i.e. seven and three-quarter (7 3/4) hours in any one day).

C. Locations and Residence:

The Remoteness Allowance applicable to the location at which the employee has established his residence and maintains a family home is normally that which prevails, since the residence would be within normal daily travel distance to the employee's headquarters. In any case, where the employee does not have a residence established on a continuing basis in relation to his headquarters, the location of the employee's official headquarters, as established by the employing authority, shall be considered the location for Remoteness Allowance.

D. Occupants of Government-owned or supplied property:

Where properties have been reappraised in 1974 or 1975 and the full rental, as assessed by the Department of Municipal Affairs and approved by the Management Committee, representing a fair rental of that property, is paid by the employee, the full Remoteness Allowance will be paid. Other situations will be examined individually and the full Remoteness allowance may be reduced accordingly.

E. Limitations:

The Remoteness Allowances for dependent supporting or non-dependent supporting employees, as indicated, represent a maximum monthly taxable allowance relative to

paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid income protection and as limited in Paragraph B above for hourly-rated employees. They are not payable during periods of absence without pay, nor payable at "time and a half" or other premium pay scales, nor included as part of regular weekly earnings in calculation of vacation wages on termination of employment.

| | <u>Effective Mar.16/08</u> | <u>Effective Mar. 14/09</u> |
|----------------------------|---------------------------------------|--|
| 1) Relative to Thompson | | |
| Dependent Supporting | \$ 155.92 | \$ 160.44 |
| Non-dependent Supporting | 109.54 | 112.72 |
| 2) Relative to Leaf Rapids | | |
| Dependent Supporting | \$165.53 | 170.33 |
| Non-dependent Supporting | \$102.74 | 105.71 |
| 3) Relative to Lynn Lake | | |
| Dependent Supporting | \$ 170.93 | 175.89 |
| Non-dependent Supporting | \$103.50 | 106.50 |
| 4) Relative to Gillam | | |
| Dependent Supporting | 214.44 | 220.66 |
| Non-dependent Supporting | 129.75 | 133.52 |

The Employer and the Union further agree that the intent and application will be applied and paid on the same basis as the Provincial Government employees and that any changes to this Remoteness Allowance which is made by the Provincial Government will equally affect all employees covered under the scope of this Agreement.

In the event that there is any dispute regarding the application or interpretation of the Remoteness Allowance, such dispute shall be handled through the Grievance and Arbitration procedures.

F. Qualifications for Remoteness Allowance:

The Hospital agrees that the qualifications to receive Dependant Remoteness Allowance shall not be related to or depend on an employee's income tax declaration.

I wish to claim a child who is dependent on me for support who is:

- ___ Unmarried and under 18 years of age;
- ___ Unmarried and over 18 years, but under 21 years of age;
- ___ In full time attendance at a school or university or similar educational institution;
- ___ Unmarried but physically disabled or mentally disturbed.

STATUTORY DECLARATION

I undertake to notify the Personnel Section of my Department of any changes that will affect the above declaration and do solemnly declare that the foregoing Eligibility Claim for Remoteness Allowance under the provision of the Civil Service Regulations is an accurate account of my dependent's status, and make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me at _____ this _____ day of _____, 20 ____.

(A Commissioner for Oaths in and for the Province of Manitoba)

My commission expires _____ Signed _____
(Applicant)

**APPENDIX “B”
CLASSIFICATIONS / JOB TITLES /
HOURLY RATES OF PAY WITH NO REMOTENESS ALLOWANCE**

*(see BRHA wage pgs)
(formatted in Excel)*

B-30 Retroactive Pay and First Hourly Wage Increase - Principles of Application

1. All employees in the bargaining unit shall receive full retroactive pay to **April 1, 2008** 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 thirty (30) days of ratification. Retroactive pay shall be paid to all employees within sixty (60) calendar days following the date of Union ratification of this agreement. Retroactive pay shall be issued to each employee in the bargaining unit on pay cheques that are separate and apart from their normal earnings.

APPENDIX C
HEALTH AND WELFARE

C-1 The Employer agrees to provide the following Health and Welfare benefits at no cost to the employees:

(a) **DENTAL PLAN (Thompson General Hospital and Burntwood Community Health Resource Centre only)**

This shall be first dollar coverage; the basic benefits of which shall be a routine examination as often as every six (6) months, X-rays, fillings other than inlays or crowns, extractions, oral surgery, cleaning and scaling, fluoride treatments, and periodontal care.

Dependant coverages, as defined in the Health Guard Dental Benefits, shall be included.

The Employer agrees to provide all eligible employees with a summary of the said Dental Plan, informing them of the coverage of the Plan and the procedure to claim benefits from said Plan.

(b) **WEEKLY INCOME BENEFITS (Accident and Sickness) (Thompson and Burntwood Community Health Resource Centre only)**

This program shall provide fifty dollars (\$50.00) per week for fifty (50) weeks coverage in the event of accident or sickness of an employee. The Thompson General Hospital agrees to further this program by applying the portion of the eligible employees' earned income protection to bring this up to an amount equaling seventy-five percent (75%) or one hundred per cent (100%) (at the employees' choice) of the employees' gross income per week, for the said fifty (50) weeks, or until such time as the employees' earned income protection is completely used up.

(c) Healthcare Employee Benefit Plan (HEBP), Health Care Employees Group Benefits, Group Life, and Group Health.

This plan shall apply to all employees covered in the bargaining unit.

(d) Healthcare Employee Benefit Plan (HEBP) Dental coverage (for Gillam, Leaf

Rapids and Lynn Lake).

The cost is shared equally between the Employer and the employee.

- (e) MHO Health Care Employees Group Benefits and Dental coverage will be made available to retired employees, at the retiree's cost.

C-2 RETIREMENT PLAN

An employee shall participate in the Hospital Employees Pension Plan, consistent with the rules and requirements of the Plan, as determined by the Board of Trustees. New employees shall be given relevant information by the Employer in regard to said Plan.

C-3 INTRODUCTION OF NEW HEALTH AND WELFARE BENEFITS

The Employer agrees, during the duration of this Agreement, not to introduce any Health & Welfare or related benefits affecting the employees covered in the Bargaining Unit unless they have obtained, in writing, the consent of the Union. This will not apply to present and existing Health and Welfare Benefits.

The Union and the Employer agree that during the life of this Agreement, the Dental Plan, and Weekly Income Benefits (Accident and Sickness) as indicated in Appendix C 1 (a) and (b) may be changed, but only at the request of either party and only by mutual agreement.

APPENDIX D
LETTERS OF UNDERSTANDING

D-1 Benefit Plans

If there are any changes to the current premium or contribution rates of the benefit plans currently provided to members of the bargaining unit, the parties agree to meet to determine how to address these changes.

D-2 Engineer on call

It is agreed that the Engineer on evening shift will remain "on call" from the conclusion of his evening shift until 07:30 hours or **09:00 hours, whichever is applicable** the following morning.

Compensation will be equal to one (1) hour at the Shift Engineer rate of pay for each eight (8) hour period "on call" **or one and a half (1½) hours at the Shift Engineers rate of pay for each 12 hour period on call whichever is applicable.**

It is further agreed that "on call" shall be distributed as equitably as reasonably possible among the Engineers on staff.

Actual call-backs shall be paid out as per Article 17 of the Collective Bargaining Agreement.

This Memorandum of Understanding may be terminated upon giving the other party thirty (30) days written notice.

D-3 Remoteness Allowance

Remoteness Allowance paid to employees shall be considered to be a "Northern Travel Benefit" as defined by Revenue Canada. This amount shall be reported as a taxable benefit on the employee's T-4 slip.

It shall be the responsibility of the employee to determine which portion (if any) of the amount reported on the T-4 slip, qualifies as an income tax deduction.

- a) All parties acknowledge the Northern Residents Deductions: Travel in Designated Areas Allowance is administered by Revenue Canada and is subject to any changes implemented by Revenue Canada or any ruling which Revenue Canada may imply in respect to the benefits eligible.

b) Should Revenue Canada reduce the Northern Residents Deductions: Travel in Designated Areas Allowance or eliminate the Northern Residents deductions: Travel in Designated Areas Allowance, the Employer shall not be responsible for any costs to make up for the lost benefits.

c) The Employer will not incur any additional costs in implementing the Northern Residents Deductions: Travel in the Designated Areas Allowance.

D-4 Gillam Employees - Economy Airfare

The Employer agrees to maintain the payment of Economy airfare under the conditions contained in the present Gillam collective bargaining agreement, only for employees employed at Gillam on November 8, 1999, namely: Eleanor Lebel. The Collective Bargaining Agreement referred to above is the Agreement expiring March 31, 1997.

D-5 Interpreter / Float

Without prejudice, it is agreed that a Cree speaking interpreter will be on call beyond the normal working hours of the Aboriginal Services Worker and/or Weekend Aide/Clerk/Interpreter, as deemed necessary by the Employer.

Compensation will be equal to one (1) hour at the regular rate of pay for each eight (8) hour period "on call".

It is further agreed that "on call" shall be distributed as equitably as reasonably possible among available, qualified employees.

Actual call-backs shall be paid out as per Article 17 of the Collective Bargaining Agreement.

This Memorandum of Understanding may be terminated upon giving the other party thirty days' written notice.

D-6 Part-time employees occupying more than one position within the sites comprising the Burntwood Regional Health Authority

Notwithstanding the provisions provided elsewhere in this Collective Agreement, it is agreed that the following will apply to employees occupying more than one part-time position within the region:

1. Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position at the sole discretion of the employer. If approved, it is understood that at no time will the arrangement result in additional cost to the employer. Where it is determined that it is not feasible for the employee to work in more than one (1) position, the employee will have the option of assuming the position applied for and relinquishing their former position.

2. At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT, however, it is recognized that daily hours of work may be exceeded, by mutual agreement of the Employer and the employee.

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., status will not be converted to full-time), and the provisions of Article 16 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.

4. All salary-based benefits, i.e. Group Life, Pension, LTD, as applicable, will be combined and calculated on the basis of the total of all active positions occupied.

5. All accrued employment benefits, i.e. vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.

6. Requests for scheduling of vacation, paid or unpaid leaves of absence, etc. shall be submitted to each Supervisor/Manager/Director, and will be considered independently, based on the operational requirements.

7. Employees taking on an additional position will be subject to a six-month trial period in that position. If, during the trial period, the applicant is found by the Employer to be unsatisfactory in her new position, she shall relinquish that position.

8. Where an approved arrangement is later found to be unworkable by the Supervisors/Managers/Directors, the affected employee will be required to relinquish one of the positions occupied. Where an approved arrangement is later found to be unworkable by the employee, she shall be

required to give two (2) weeks written notice, exclusive of vacation, that she wishes to relinquish one of the positions held.

D-7 Part-time employees currently occupying more than one position within sites comprising the Burntwood Regional Health Authority

The parties agree that for the purpose of implementing the transition from multiple employer status to that of a regional bargaining unit, the following provisions will apply to individuals within this bargaining unit who currently occupy more than one position within the sites comprising the Burntwood Regional Health Authority Inc.:

1. Within 30 days following the date of the signing of this Agreement, the sum of EFT of all positions held will be calculated to determine whether the total exceeds 1.0 EFT.

2. If this sum exceeds 1.0 EFT, it is agreed that within 14 days following such calculations, the individual will forfeit one of the positions currently held, unless at the sole discretion of the Employer, one or more of the positions can be reduced to result in a sum of 1.0 EFT being held.

3. It is agreed that during this transition period and thereafter, the provisions of the Memorandum Re: Part-time Employees occupying more than one position within the sites comprising the Burntwood Regional Health Authority Inc. shall apply.

D-8 Temporary Transfer of an Employee within the Burntwood Regional Health Authority Inc.

1. To facilitate temporary transfers to the sites within the Burntwood Regional Health Authority Inc. experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another site shall be offered the opportunity to work in the site experiencing the need for additional employees.

2. Temporary transfers shall not be implemented until the applicable provision of the collective agreement relating to the assigning of occasional additional shifts are fulfilled.

3. Where an insufficient number of qualified employees volunteer to be temporarily transferred, the Employer will first offer such shifts to employees on lay-off, provided they possess the qualifications and are

available. If no employees on lay-off are available, the Employer reserves the right to temporarily transfer employees, commencing with the most junior qualified employee at the sending site.

4. If required, orientation will be provided which will assist the employee to be acquainted with essential information, such as policies and procedures, routines, location of supplies and equipment and fire and disaster plans.

D-9 Permanent Transfer of an Employee within the Burntwood Regional Health Authority Inc.

1. When a position(s) is transferred from one site to another site within the Burntwood Regional Health Authority Inc., the employee occupying said position will be given the opportunity to move with the position(s).

2. Should an employee(s) decide not to transfer with the position(s), she shall have the right to exercise her seniority within the same grade, provided the employee has a satisfactory work record, possesses the qualifications and meets the physical requirements of the position in question. Where it is not possible, employees shall be entitled to exercise their seniority to displace a less senior employee in an equivalent or lower grade within the scope of this Agreement, provided the employee has a satisfactory work record, possesses the qualifications and meets the physical requirements of the position in question.

D-10 Seniority conversion from latest date of hire – hours worked or paid, or unpaid leaves of absence as defined in Article 9

The conversion for seniority purposes, other than otherwise specifically indicated such as vacation with pay, special northern leave, shall be from date of hire to an hourly basis consistent with Article 9 of this Agreement as follows:

Thompson Hospital

a) Full-time employees latest date of hire shall assume that all full-time employees have worked 2,015 hours each and every year from their latest date of hire.

b) Part-time employees shall be based on hours worked or paid, or unpaid leaves of absence as defined above.

Leaf Rapids Health Centre

- a) Full-time employees latest date of hire shall assume that all full-time employees have worked 2,015 hours each and every year from their latest date of hire.
- b) Part-time employees shall be based on hours worked or paid, or unpaid leaves of absence as defined above.

Lynn Lake Hospital shall be all hours worked or paid, as well as unpaid leaves of absence, as defined in Article 9.

Gillam Hospital Inc. shall be all hours worked or paid, as well as unpaid leaves of absence, as defined in Article 9.

Burntwood Community Health Resource Centre

The date of hire for calculation of hours worked or paid, or unpaid leave of absence, shall be the date of hire with the Burntwood Community Health Resource Centre.

D-11 Leaf Rapids employees job security

During the conversion of the Leaf Rapids Health Centre from a hospital to a clinic, part-time employees will be allowed to bump full-time employees, should they have the required seniority.

This is in addition to Article 28.03, Deletion, Bumping and Layoff Procedures, of the Collective Bargaining Agreement.

D-13 Gradual return to work programs

In order to assist the return to work of injured or ill employees, the Burntwood Regional Health Authority agreed to the principal of gradual return to work programs.

APPENDIX E

LIST OF DEPARTMENTS

**within sites comprising the Burntwood Regional Health Authority
as per Article 1.02**

Thompson General Hospital:

1. General Administration
2. Nursing
3. Staff Development
4. Housekeeping
5. Laundry
6. CSR
7. Dietary
8. Plant Engineering and Maintenance
9. Pharmacy
10. Physiotherapy
11. Health Records
12. Admitting
13. Diagnostic Services
14. Consultation Clinic
15. Purchasing and Materials Handling
16. Respiratory Therapy Department
17. Staff Health
18. Mental Health
19. Dialysis
20. Library
21. Northern Consultation Clinic

**Leaf Rapids Health Centre
Lynn Lake Hospital
Gillam Hospital Inc.**

1. General Administration
2. Nursing
3. Housekeeping
4. Laundry
5. Dietary
6. Plant Engineering and Maintenance
7. Pharmacy
8. Medical Records
9. Admitting

**Burntwood Community Health
Resource Centre**

1. Medical (Clinic Assistants)
2. Health Records
3. Reception

Acquired Brain Injury Unit

1. Health Care Aide

Northern Spirit Manor

1. Dietary Aide
2. Baker/Cook
3. Head of Food Production
4. Housekeeping Aide
5. Activity Worker (non-certified)
6. Activity Worker (certified)
7. Health Information Management
Professional
8. Nurse Aide

APPENDIX F

TWELVE HOUR SHIFTS

(LEAF RAPIDS, LYNN LAKE, AND GILLAM ONLY)
(THOMPSON HOSPITAL SHIFT ENGINEERS AND ADMISSIONS CLERKS ONLY)

LYNN LAKE, LEAF RAPIDS AND THOMPSON HOSPITAL:

The Employer and the Union mutually agree that the following conditions and understandings apply regarding the application for the “12 hour” shift schedule pattern:

- S There shall be twenty (20) regular shifts of eleven (11) hours and thirty-seven (37) minutes (11.625 hours) duration in each three (3) consecutive bi-weekly periods. Each shift shall be inclusive of two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute meal period and exclusive of one (1) thirty-seven (37) minute meal period.
- S Coverage is to be provided by a Day shift extending from 0700 hours to 1915 hours and a Night shift extending from 1900 hours to 0715 hours. Night shift shall be considered as the last shift of each calendar day.
- S Overtime rates of pay shall be paid for hours worked in excess of an 11.625 hour shift or for hours worked in excess of two hundred and thirty-two and one-half (232.50) hours in three (3) consecutive bi-weekly periods.
- S Income protection shall accrue in accordance with the terms of the Collective Agreement and will be utilized for periods of absence from scheduled duty due to accident or illness.
- S **Recognized Holidays**
 - S An employee required to work on a Recognized Holiday shall be paid for hours worked at the rate of one and one-half (1.5) times his/her basic pay and, in addition, shall receive seven and three-quarter (7.75) hours off at his/her basic rate of pay.
 - S An employee may accumulate three (3) Recognized Holidays for the purpose of taking two (2) paid 11.625 hour shifts off at one time.

- **Vacation**

- The amount of paid vacation that an employee receives under the 11.625 hour shift schedule pattern is to correspond exactly in hours to the paid vacation on a seven and three-quarter (7.75) hour shift schedule pattern.
- S Shift Premium shall be paid to an employee for all hours worked on any shift when those hours fall between 1600 hours and the next succeeding 0800 hours.
- S There must be mutual agreement between the Employer and the Union to continue the 11.625 hour shift schedule pattern, otherwise the provisions regarding Hours of Work and Shift Schedules in the Collective Agreement or some other mutually agreeable variation of the Collective Agreement shall apply.

GILLAM:

The Employer and the Union mutually agree that the following conditions and understandings apply re: the 11.915 ("12") hour shift schedule pattern.

1. There must be mutual agreement between the Employer and the Union to continue with the 11.915 ("12") hour shift schedule pattern, otherwise, the Collective Agreement provision on Hours of Work and Shift Schedules or some other mutually agreeable variation of the Agreement provision shall apply.
2. There shall be thirteen (13) regular shifts of 11.915 ("12") hours duration in any two (2) consecutive bi-weekly periods and no more than seven (7) such shifts may be scheduled in any one (1) bi-weekly period of work and no more than four (4) such shifts may be scheduled consecutively without a day off unless mutually agreed.
3. Overtime shall be either time worked in excess of the 11.915 ("12") hour shift, or in excess of one hundred and fifty-five (155) hours in any two (2) consecutive bi-weekly periods, such time to have been authorized in such manner and by such persons as may be directed by the Employer.
4. Each shift of 11.915 ("12") hours is to be inclusive of two (2) fifteen (15) minute rest periods, and one (1) thirty (30) minute meal period. It is understood that this meal period is to be taken at the discretion of the nurse and provided that such break will not unduly disrupt patient care. Each shift of 11.915 ("12") hours shall be exclusive of one (1) meal period not exceeding twenty (20) minutes in length.

5. Coverage of the 11.915 ("12") hour shift is to be provided by a Day shift extending from 0800 hours to 2015 hours and a Night shift extending from 2000 hours to 0815 hours.

6. Vacation - Recognized Holidays - Income Protection
The number of duty days off that a nurse receives under the 11.915 ("12") hour shift schedule pattern are to correspond exactly in hours to the duty days off on a seven and three-quarter (7.75) hour shift pattern.

The Union and Employer will meet to discuss and add additional classifications where and when applicable.

APPENDIX G

LETTER OF UNDERSTANDING 02-03

RE: GENERAL WAGE STANDARDIZATION FUND

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

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

Phase I

- April 1, 2003 \$ 30,926
- April 1, 2004 \$ 26,727
- April 1, 2005 \$ 26,727

Phase II

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

* Note – Standardization Funds identified in the previous collective agreement are included in sectoral value.

Principles:

- i) Distribution of General Wage Standardization Fund;

Phase I

Salaries are to be increased in accordance with the following:

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

April 1, 2003 - 12.94%

April 1, 2004 - 8.88%

April 1, 2005 - 11.18%

Phase II

Salaries are to be increased in accordance with the following:

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

April 1, 2006 - 36.87%

April 1, 2007 - 36.87%

March 31, 2008 - 18.94%

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

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

ii) Phase I - Method for calculation of retroactive payment

Payments for employees working in classifications receiving wage standardization adjustments should be calculated as follows:

- 1) Apply percentage referenced above to total differential.
- 2) Multiply result of 1 above times number of eligible paid regular hours in the 12 month period.

Example: Percentage = 12.94%
 Total Differential = \$1.20
 # Eligible Paid Regular Hours = 1000

Calculation = 12.94% x \$1.20 x 1000 = \$155.28

Retroactivity will apply only to employees on staff at date of ratification of the collective agreement and those who have retired prior to date of ratification in accordance with the terms and conditions of applicable employer pension plan. Retired employees must apply in writing for retroactivity.

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

Start Step 1 Step 2 Step 3 Step 4 Step 5

Exclusions: Health Care Aide – Untrained
 Activity Aide – Uncertified
 Trades classifications
 Professional / Technical classifications

Nursing classifications
'No Match' classifications

- iv) a three (3) % differential will be established between each step on the salary scale (scale built from agreed to target top rate working downwards) for all salary scales created through Wage Standardization (except for exclusions listed above);
- v) for the purpose of implementation of newly established salary ranges, methodology for step placement will be as follows:
 - (a) Placement onto newly established scale at nearest step affording an increase.
 - (b) Cannot result in placement on standard scale at a lower step than current step on scale.
 - (c) Where current scale has a lesser number of steps than newly established scale, previous years of service shall be recognized through placement. Previous service years to be determined with use of Article 2104 (Note - or applicable article number). Illustration of step placement provided in Example 2.
 - (d) Where the current scale has greater than 6 steps, those employees at step 6 and above shall be placed at step 6 of the newly established scale. Illustration of step placement provided Example 3.

Example 1

| | | | | | | |
|----------------|-------|--------|--------|--------|--------|--------|
| Current Scale: | Start | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| New Scale: | Start | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |

Example 2

Incumbents may be placed onto 'New Scale' at either Step 4 or Step 5. Placement onto Step 5 conditional upon meeting criteria of iv) (c) above, and terms of collective agreement re Increments.

| | | | | | |
|----------------|-------|--------|--------|--------|--------|
| Current Scale: | Start | Step 1 | Step 2 | Step 3 | Step 4 |
|----------------|-------|--------|--------|--------|--------|



New Scale: Start Step 1 Step 2 Step 3 Step 4 Step 5

Example 3

Current Range: Start Step 1 Step 2 Step 3 Step 4 Step 5 Step 6

New Range: Start Step 1 Step 2 Step 3 Step 4 Step 5

vi) Present Incumbent Only (PIO)

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

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

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

vii) Existing Red-Circled and Present Incumbent Only (PIO) Salaries

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

(a) Red-circled and PIO rates / positions or employees where current maximum salary rate no longer equals or exceeds maximum rate of established standard salary scale (when implemented), will no longer be red-circled or PIO'd.

(b) Red-circled and PIO rates / positions or employees where current maximum salary rate continues to be greater than or equal to the established standard salary scale (when implemented), will continue to be red-circled or PIO'd.

- (c) Where an employee resigns from a classification identified as red-circled or PIO'd and subsequently returns to the same classification, the employee will be placed on the standard salary scale in accordance with the collective agreement.
- viii) positions identified as unique (ie. 'One of a kind' or no comparison to other health support classifications) are not eligible for standardization adjustments. Existing scale is to be maintained.
- ix) future salary increments to be processed in accordance with the collective agreement.
- x) should standardization be achieved before the fund is fully expended, the parties agree that the terms of the letter of agreement have been met.

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

Signed this _____ day of _____, 2008.

FOR THE EMPLOYER:

FOR THE UNION:

MEMORANDUM OF UNDERSTANDING #1

BETWEEN:

THE BURNTWOOD REGIONAL HEALTH AUTHORITY of the Province of Manitoba, hereinafter referred to as the “Employer”

as the Party of the First Part

AND:

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

as the Party of the Second Part

Re: Provincial Facility Support Sector Advisory Committee

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

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

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

MEMORANDUM OF UNDERSTANDING #3

BETWEEN:

THE BURNTWOOD REGIONAL HEALTH AUTHORITY of the Province of Manitoba, hereinafter referred to as the "Employer"

as the Party of the First Part

AND:

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

as the Party of the Second Part

EXTENDED HEALTH CARE PLAN / HEALTH SPENDING ACCOUNT

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

1. **Extended Health Care Plan:**

- Apr 1/09 - All employees who are enrolled or become enrolled in accordance with the options set out below, will be in the HEBP "Enhanced" Extended Health Care Plan.
- Effective April 1, 2009 the "Enhanced" Plan premiums will be paid 50% by the Employer and 50% by the Employee.
- There will be a three month enrollment period of Jan 1/09 to Mar 31/09 to allow Employees currently participating in the "Basic" Plan to either opt into the "Enhanced" Plan or to opt out of Plan coverage altogether.
- Employees not previously in the Plan may revisit their status and either opt into the "Enhanced" Plan provided they are eligible in accordance with their category of employment, or remain out.
- Employees currently in the "Enhanced" Plan must remain in the "Enhanced" Plan.

- New Employees hired on or after Apr 1/09 will, as a condition of employment, be required to participate in the "Enhanced" Plan subject to plan text enrollment requirements unless they are eligible to waive participation in accordance with the plan text.
- Any other enrollment changes will be as per the HEBP Plan text.

2. Health Spending Account:

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

The annual HSA benefit amounts shall be:

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

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

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

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement.

MEMORANDUM OF INTENT

BETWEEN:

THE BURNTWOOD REGIONAL HEALTH AUTHORITY of the Province of Manitoba, hereinafter referred to as the “Employer”

as the Party of the First Part

AND:

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

as the Party of the Second Part

Maintenance of Wage Standardization

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

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

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

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

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement.

EXHIBIT ONE


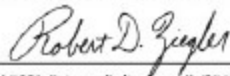
TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the United Food & Commercial Workers Union, Local 832, and the Burntwood Regional Health Authority contain the following statements:

“The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

“The Employer shall forward exhibit one, duly completed, to the Union, within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the Membership Application.

Please complete the attached Membership Application immediately and return it to your Employer so they can forward it to the Union office within 10 calendar days of your hire or rehire date.

| | | | | | |
|--|---|--|---|--|----------------------|
| MEMBERSHIP APPLICATION |  | United Food & Commercial Workers Union, Local No. 832 Winnipeg, Manitoba, Canada | CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION | | |
| LAST NAME | FIRST NAME | INITIAL | GENDER | DATE OF BIRTH (D/M/Y) | SOCIAL INSURANCE NO. |
| ADDRESS | CITY | PROVINCE | POSTAL CODE | I hereby authorize UFCW to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out this section if you do not agree.) | |
| HOME PHONE NO. | EMPLOYEE NO. | DATE OF HIRE (D/M/Y) | | | |
| COMPANY NAME | STORE NO. | DEPARTMENT | FULL TIME <input type="checkbox"/> | PART TIME <input type="checkbox"/> | |
| TYPE OF WORK PERFORMED | | | PREV. AFFIL. LOCAL NO. | | |
| I hereby make application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and my membership declared void if they are not true. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and all other matters relating to my employment, either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to safeguard my privacy and protect my personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties. | | | | | |
| APPLICANT'S SIGNATURE: | DATE SIGNED | LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: | AFFILIATION DATE | | |
| X | |  | | | |

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.