



COLLECTIVE AGREEMENT

BETWEEN

THE REHABILITATION CENTRE FOR CHILDREN
(Hereinafter called the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 204 (formerly 2836-01)
(PHYSIOTHERAPISTS AND OCCUPATIONAL THERAPISTS)
(Hereinafter called the "Union")

TERM OF AGREEMENT:
APRIL 1, 2014 TO MARCH 31, 2018

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - SCOPE OF RECOGNITION	1
ARTICLE 2 - DURATION	1
ARTICLE 3 - DEFINITIONS	2
ARTICLE 4 - MANAGEMENT RIGHTS	4
ARTICLE 5 - UNION SECURITY AND REPRESENTATION	4
ARTICLE 6 - OVERPAYMENTS.....	6
ARTICLE 7 - RESPECTFUL WORKPLACE.....	6
ARTICLE 8 - EMERGENCY, DISASTER, FIRE PLANS	7
ARTICLE 9 - JOINT COMMITTEE	7
ARTICLE 10 - GRIEVANCE PROCEDURE	8
ARTICLE 11 - ARBITRATION PROCEDURE	9
ARTICLE 12 - HOURS OF WORK	10
ARTICLE 13 - OVERTIME.....	12
ARTICLE 14 - TRANSPORTATION, MEAL AND EXPENSE ALLOWANCE.....	12
ARTICLE 15 - VACATION	13
ARTICLE 16 - GENERAL HOLIDAYS	15
ARTICLE 17 - INCOME PROTECTION IN CASE OF ILLNESS	16
ARTICLE 18 - LEAVES OF ABSENCE.....	21
ARTICLE 19 - SENIORITY	28
ARTICLE 20 - NOTICE OF TERMINATION OF EMPLOYMENT	30
ARTICLE 21 - LAYOFF AND RECALL	30
ARTICLE 22 - DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE.....	31
ARTICLE 23 - VACANCIES AND NEW POSITIONS	32
ARTICLE 24 - PROBATIONARY PERIOD.....	33
ARTICLE 25 - PENSION PLAN (HEB MANITOBA) CONTRIBUTION RATES	33
ARTICLE 26 - SPECIAL UNDERSTANDING RE: PART-TIME EMPLOYEES.....	34
ARTICLE 27 - SALARIES AND INCREMENTS	34
ARTICLE 28 - RETIREMENT BONUS/PRERETIREMENT LEAVE.....	36
SCHEDULE "A"	38
SCHEDULE "B"	39
LETTERS OF UNDERSTANDING:.....	40
RE: LAYOFF AND RECALL.....	40
RE: SCHOOL YEAR	41
RE: CLARIFICATION OF ARTICLE 1301.....	42
RE: NORTHERN ALLOWANCE	43
RE: PORTABILITY	44
RE: PARKING.....	45

PREAMBLE

WHEREAS, it is the desire of both parties to this Agreement to recognize a mutual obligation to provide the best possible service to children and agencies served by the Centre in Manitoba and to maintain harmonious relationships between the Employer and the members of the Union; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and

WHEREAS, the Employer and the Union have agreed to enter into a Collective Agreement containing terms and conditions of employment of the employees as herein set forth;

NOW, THEREFORE, the Employer and the Union mutually covenant and agree as follows:

ARTICLE 1 - SCOPE OF RECOGNITION

- 101 The Employer recognizes the Union as the sole bargaining agent for employees in the bargaining unit defined in Manitoba Labour Board Certificate MLB-3857 and listed in Schedule "A".

- 102 The Union shall have access to the Employer's premises in order to deal with matters arising out of this Agreement provided that prior approval has been obtained from the Employer.

ARTICLE 2 - DURATION

- 201 This agreement shall be in full force and effect from the 1st day of April **2014** until the 31st day of March **2018**.

- 202 Either party to this Collective Agreement desiring to terminate this Collective Agreement or renegotiate a new Agreement, shall give notice to the other party in writing not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the expiration date of the Collective Agreement.

- 203 The provisions of this Agreement shall continue in effect following the expiry date until replaced by a new Agreement, or until the declaration of a strike or lockout, whichever occurs first.

- 204 Any change deemed necessary to this Agreement may be made by mutual written agreement at any time during the existence of this Agreement.

- 205 In the event of a strike or lockout:
 - (a) The Union agrees to give the Employer at least one (1) week's notice (seven [7] days' notice) as to its intended time and date of strike action;

- (b) The Employer agrees to give the Union at least one (1) week's notice (seven [7] days' notice) as to the intended time and date of intended lockout.

ARTICLE 3 - DEFINITIONS

301 An "employee" is a person employed by the Employer and covered by this Agreement.

302 Employment status shall be defined as:

- (a) A "full-time" employee is one who works the full prescribed hours of work specified in Article 12.
- (b) A "part-time" employee is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 12. This Agreement is applicable to part-time employees on a prorated basis based on the proportion of hours paid at regular rate of pay to the part-time employee in comparison to those of a full-time employee.
- (c) A "casual" employee is one who is called occasionally by the Employer on an unscheduled basis and who does not meet the foregoing requirements and is thereby excluded from the bargaining unit. A casual employee shall receive not less than the agreed to basic rate for the position occupied.

- (d) Definition of Continuous Service/Length of Employment

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

303 Term Position

A position occupied by a full-time or part-time employee for a specified period of time, to replace an employee who is on vacation or leave of absence, or to carry out a special short term project.

The Employer shall provide written confirmation of the start and expiry dates of the term position prior to the employee's commencement in the position.

Term positions posted to cover parental leave of absences shall state on the posting that the term position may end sooner than indicated. A minimum of two (2) weeks' written notice shall be provided to the employee filling the term prior to the position ending. Any further term positions which result from filling the above term position will be posted in the same manner.

The terms of this Collective Agreement shall be applicable to an employee in the term position.

Employees of the Employer may apply for term positions subject to the following understandings:

- (a) An employee who is a successful applicant shall, at the expiry of the term position, be returned to her former position.
- (b) Only the initial term position shall be open to internal applicants. The position temporarily vacated by a successful internal applicant will be filled by an external applicant unless otherwise determined by the Employer and additional postings shall not be required for the position of the employee who was awarded the term position. On expiry of the term position the employee, if an external applicant, shall be entitled to exercise her seniority rights to obtain any vacant position for which she is qualified, without interruption of seniority or benefits.
- (c) Where the Employer deems a term position to be of an indefinite length due to an employee's illness or injury, or for such other reason as indicated by the Employer and discussed with the Union, the term position shall be posted as "indefinite term".
- (d) Employees returning from this leave will provide the Employer with as much notice as possible of the date of return.
- (e) The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

304

Wherever the feminine pronoun is used in this Agreement it includes the masculine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.

ARTICLE 4 - MANAGEMENT RIGHTS

- 401 The Union recognizes the right of the Employer, unless otherwise provided in this agreement, to exercise its function of management, under which it shall have, among others the right to maintain efficiency and quality of care; the right to direct the work of its employees; the right to hire, classify, assign to positions and promote; the right to determine job content and number of employees; the right to demote, discipline, suspend, layoff, and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.
- 402 In administering this Agreement, the Employer **and the Union** shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

ARTICLE 5 - UNION SECURITY AND REPRESENTATION

- 501 Employees of the Employer who are members of the Union as of the date of signing of the Agreement shall remain members in good standing. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.
- 502 Every pay period the Employer agrees to deduct from the salaries of each and every employee covered by this Agreement, the amount of dues as determined by the Union.
- These deductions shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks from the end of the previous calendar month accompanied by a list of names of those employees from whose salaries deductions have been made and the amount of such deductions.
- 503 When an employee makes known to the Employer or the Union that she is a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from being members of or financially supporting any union or professional association, the matter shall be dealt with in accordance with *The Labour Relations Act* of Manitoba.
- 504 The Union shall notify the Employer in writing of any change in the amount of dues at least one month in advance of the end of the pay period in which the deductions are to be made; however, such change shall not be made more frequently than once in a twelve (12) month period.
- 505 The Union shall save the Employer harmless from any claims from employees covered by this Agreement as a result of dues having been collected in accordance with the terms of this Article.

- 506 The Union shall provide the Employer with a list of officers and representatives of the Union and shall provide the Employer with a revised list from time to time as occasion may require.
- 507 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any employee, nor in any non-public restricted area of the Employer's premises, without prior authorization by the Executive Director.
- 508 If required in relation to the renewal of this Agreement or any new Agreement which may be negotiated as herein provided employee representatives or officers of the Union shall, where operational requirements permit, be granted time off duty without loss of pay, to participate in local negotiations in which both the Employer and the Union are represented. Such time off duty shall be limited to ten (10) employee days per contract renewal.
- 509 Copies of this Agreement shall be provided by the Union and the Employer will supply a copy to each employee at the time of hiring unless otherwise agreed between the Employer and the Union.
- 510 The Centre will provide a suitable notice board for use of the Union. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with such request.
- 511 The Employer agrees to show on the income tax (T-4) slip of each employee, the total amount of union dues deducted from her earnings and remitted to the Union.
- 512 A representative of the Union shall be granted not less than thirty (30) minutes during the orientation period in order to familiarize employees in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A management representative may be present during this period.
- 513 No employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement, in accordance with Section 64 of *The Labour Relations Act* of Manitoba.
- 514 Union officers who are required to leave their work during working hours to carry out their functions under this Agreement relative to the processing of grievances or attendance at joint meetings with the Employer, shall request time off from their immediate supervisor. Requests for time off for such purposes shall not be unreasonably denied.

ARTICLE 6 - OVERPAYMENTS

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

- (a) **Once the error is discovered, notice and 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 retired from, or leaves the employ of, the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

ARTICLE 7 - RESPECTFUL WORKPLACE

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

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

- Ancestry, including colour and perceived race
 - Ethnic background or origin
 - Age
 - Nationality or national origin
 - Political belief, association or activity
 - Religion or creed
 - Sex, including pregnancy
 - Marital status or family status
 - Sexual orientation
 - **Gender Identity**
 - Physical or mental disability
 - Place of residence
 - Membership or non-membership or activity in the Union.
- except as may be allowed under the Manitoba *Human Rights Code*.**

703 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by the Employer, the Union and the employee(s).

704 The definition of harassment shall consist of the definition contained in *The Human Rights Code* and shall further include the definition of harassment set out in the respectful workplace policy.

Employees are encouraged to review the respectful workplace policy available through the Employer's Policy Manual. Should the Employer amend the respectful workplace policy, the Employer agrees to provide the Union with a copy prior to implementation of the policy.

ARTICLE 8 - EMERGENCY, DISASTER, FIRE PLANS

801 In any emergency or disaster, fire, or drill related thereto, employees are required to perform duties as assigned notwithstanding any contrary provision in this Agreement.

802 Compensation for unusual working conditions related to such emergency will be determined by later discussion between the Employer and the Union, and then by means of the grievance procedure if necessary.

803 Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 13.

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

ARTICLE 9 - JOINT COMMITTEE

901 Staff Management Committee

The Employer and the Union agree to establish and maintain a Staff Management Committee consisting of not less than two (2) persons appointed by each of the parties. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. 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 fiscal quarter unless otherwise agreed.

902 One employee shall be elected by the Union to sit as a representative on the Facility's Health Safety Committee.

ARTICLE 10 - GRIEVANCE PROCEDURE

1001 For purposes of this Agreement "grievance" shall mean a dispute between an employee or between a group of employees with a similar grievance, or between the Union and the Employer regarding the application, interpretation or alleged violation of this Agreement.

1002 Unless dismissed or suspended by the Employer an employee shall continue to work in accordance with this Agreement until such time as the dispute has been resolved.

1003 An employee may choose to be accompanied by or represented by a Union representative at any stage of the grievance procedure.

1004 An employee or Union representative shall request permission from the Program Director to leave her duties in order to process grievances; upon her return she shall report to the Program Director.

1005 Complaint Stage

An employee shall, within fifteen (15) calendar days of the occurrence of the grievance, attempt to resolve the grievance through discussion with the Program Director.

1006 Step 1

If the dispute is not resolved within the time period specified in Article 1005 above, the grievor and/or Union representative may, within a further ten (10) calendar days, submit the grievance in writing to the Program Director. The Program Director shall reply in writing within ten (10) calendar days of receipt of the written grievance.

1007 Step 2

If the dispute remains unresolved, the Union may within a further ten (10) calendar days submit the grievance in writing to the Executive Director and the Executive Director shall reply within ten (10) calendar days of receipt of the written grievance.

1008 For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.

- 1009 The time limits fixed in the grievance procedure shall be considered to be mandatory and may be extended only by the mutual written consent of the Employer and the Union.
- 1010 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, the complaint stage and step one of this article may be bypassed; however, such grievance shall be filed at Step 2 within fifteen (15) days following the occurrence of the event giving rise to the grievance.

ARTICLE 11 - ARBITRATION PROCEDURE

- 1101 In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 10, within fourteen (14) calendar days of the date upon which the written reply referred to in Article 10 is received from the Executive Director, the matter may then be referred to arbitration as hereinafter set forth.
- 1102 If mutual agreement is not reached by both parties to choose a single arbitrator within fourteen (14) calendar days from the time that the matter is referred to arbitration as defined in 1101 above, then the procedure stated below will be followed.
- 1103 Either party may submit the matter in dispute to a Board of Arbitration by giving notice to the other party within a further seven (7) calendar days and by appointing in that notice one member of the intended Board of Arbitration. The other party to the dispute shall within seven (7) calendar days after the receipt of such notice, also appoint a member and the two (2) members thus appointed shall, within fourteen (14) calendar days thereafter, select a third member who shall be Chairperson.
- 1104 Should either party fail to appoint an arbitrator as herein provided or if any arbitrator thus appointed should fail or be unable to serve and another arbitrator not be appointed in his place by the party who made the original appointment, then the other party to the dispute may request the Manitoba Labour Board to select a substitute.
- 1105 Should the two (2) appointed arbitrators fail within fourteen (14) calendar days to agree upon a Chairperson, the two (2) arbitrators shall forward a request to the Manitoba Labour Board to select a Chairperson.
- 1106 It is mutually agreed by both parties to this Collective Agreement that the decision of the arbitrator, or the decision of the Chairperson in the absence of the majority decision of the Arbitration Board, shall be final and binding upon the Employer, the Union and the employee(s) concerned. However, the arbitrator or

the Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions in this Collective Agreement.

- 1107 The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.
- 1108 Any costs incurred by either of the parties hereto, preceding or during arbitration proceedings, shall be borne by the respective parties incurring such costs, but the costs of the arbitrator or the Chairperson of the Arbitration Board shall be borne by the parties hereto in equal shares.
- 1109 Nothing in this Collective Agreement shall preclude an employee or the Union and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures.

ARTICLE 12 - HOURS OF WORK

The following shall apply to all full-time ten (10) month employees:

- 1201 Employees shall work the standard school year applicable to the Division(s), as assigned by the Employer.
- 1202 The standard school year shall be deemed to commence annually as determined by the Employer.
- 1203 (a) The standard school year shall consist of a period of approximately ten (10) months as determined by the Employer in accordance with the established practice.

For those employees working the standard school year, employees shall be deemed to be laid off for the two (2) week period designated by Manitoba Regulation 101/95 as the Winter Break, and for the one (1) week period designated by Manitoba Regulation 101/95 as the Spring Break and for the period designated as Summer Vacation.

- (b) In lieu of receiving vacation pay biweekly, an employee subject to layoff **will** be paid accrued vacation during the winter break, spring break and summer break. A Record of Employment (ROE) will be issued after all accrued vacation credits are paid.

NOTE: The employees that currently opt for the alternate method of receiving vacation pay will be grandfathered and will remain using such method of vacation pay until they resign or voluntarily opt for the method proscribed above. These employees include Susan Ready, Nancy MacDonald and Melanie Matthews.

1204 Notwithstanding the provisions of 1203, employees subject to their agreement may be required to work occasional days during the vacation periods in accordance with established practice.

- 1205
- (a) The standard daily hours of work for employees fulfilling city contracts shall be six and one-half (6½) hours per day **exclusive of one-half (1/2) hour meal break.**
 - (b) The standard daily hours of work for employees in the P.O.T.C. program, fee for service contracts and those working in rural school divisions beyond the perimeter shall be up to seven and **one half (7½) hours per day exclusive of one-half (1/2) hour meal break.**
 - (c) Annual hours of work for a full-time employee shall be **1690 for employees working a 10-month year and 1950 for employees working a 12-month year.**

1206 The standard work week shall be five (5) consecutive days, Monday through Friday of each week.

The following shall apply to all full-time twelve (12) month employees:

Regular hours of work shall be deemed to:

- (a) **include a rest period of twenty (20) minutes to be scheduled by the Employer during each continuous three-hour period of duty;**
- (b) **exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.**

1207 Hours of Work

Regular hours of work for all full-time employees will be:

- (a) seven and one-half (7½) hours per day excluding **one thirty (30) minute meal period** and including **two (2) rest periods;**
- (b) thirty-seven and one-half (37½) hours per week;
- (c) **one thousand nine hundred and fifty (1950) hours annually.**

1208 This article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this agreement.

ARTICLE 13 - OVERTIME1301 Additional Hours Worked (Non-travel)

Any additional time worked between six point five (6.5) hours per day and seven point seven five (7.75) hours per day for the city contracts shall be banked at straight time. Time can be banked to a maximum of the employee's normal weekly hours.

Any pre-approved non-travel time worked in excess of seven point seven five (7.75) hours for all employees shall be paid at one and one-half times (1½ x) the employees' regular rate of pay. By mutual agreement between the Employer and the employee, overtime may be compensated for by granting of equivalent time off at applicable overtime rates.

All such time shall be taken by the employee prior to March 31 of any year or paid out.

1302 Additional Hours (Travel)

The intention of this clause is not to compensate employees for personal travel to and from the community, which the Employer considers as that employee's home base. Pay will be calculated by considering ninety (90) kilometres to equal one (1) hour, if by car, and actual time from takeoff to the time of arrival at the destination plus one-half hour each way, if by airplane. The Employer will compensate for such additional hours as follows:

- (a) Travel within home base, kilometres as per clause 1401 only, for trip to clients.
- (b) Travel outside of home base kilometres, if applicable, as per clause 1401 and straight time pay, both from the lesser distance of the employee's place of residence or home base. However, if the Employer requires the employee to depart from home base then, where applicable, the Employer will pay from that greater distance.

1303 In the event that inclement weather or other unusual factors unduly delay travel by car, the Employer agrees to take this into consideration when determining the number of travel hours to be paid.

ARTICLE 14 - TRANSPORTATION, MEAL AND EXPENSE ALLOWANCE

1401 Where an employee is authorized to use her personal motor vehicle in the course of her duties for reasons other than transportation between her residence and place of

work, the employee shall be paid in accordance with the prevailing Province of Manitoba mileage.

Effective April 1, 2012:

- (a) **Distance up to 12,000 kilometres per year – 41.0 cents per kilometre;**
- (b) **Distance over 12,000 kilometres per year – 33.3 cents per kilometre.**

- 1402 The Employer will reimburse employees for meal costs and tips (excluding alcoholic beverages) in connection with authorized work assignments in accordance with the prevailing Province of Manitoba meal rates.
- 1403 The Employer shall ensure that employees receive their expense cheques no later than twenty-one (21) days after the reimbursement request is received by the Finance Department.
- 1404 Employer will confirm current communities considered as home base, which may be changed from time to time as deemed necessary by the Employer.
1. Winnipeg Office
 2. Brandon Office
 3. The Pas Office

ARTICLE 15 - VACATION

The following shall apply to all full-time ten (10) month employees:

- 1501 Except as otherwise specifically provided for in this Agreement, employees shall not be paid for days not worked.
- Employees shall, however, receive vacation pay to be paid on each paycheque to be calculated as a percentage of regular hours paid as follows:
- (a) During the first (1st) through third (3rd) year inclusive - 6%
 - (b) During the fourth (4th) through tenth (10th) year inclusive - 8%
 - (c) During the eleventh (11th) through twentieth (20th) year inclusive - 10%
 - (d) During the twenty-first (21st) and subsequent years - 12%
- 1502 This provision shall apply to all employees employed by the Employer prior to April 1, 2004.

In recognition of length of service, the employee shall receive an additional five (5) days of vacation on completion of twenty-five (25) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (i.e. 30th, 40th, and in every fifth [5th] year thereafter). The bonus week must be taken in the anniversary year of employment.

This provision shall apply to all employees employed by the Employer after April 1, 2004.

One additional week's vacation will be granted to an employee only in the year of her twentieth (20th) anniversary of her employment. Such additional vacation shall be taken in the vacation year during which the anniversary will occur.

The following shall apply to full-time twelve (12) month employees:

- 1503 The vacation year shall be from the 1st day of April in the one year to the 31st day in March in the next year. Vacation earned in any vacation year is taken in the following vacation year.
- 1504 An employee who has completed less than one (1) year continuous employment as of March 31st will be granted vacation based on a percentage of regular hours worked, in the new vacation year.
- 1505 Employees who work the full calendar year on a full-time basis shall be eligible for a paid vacation as follows:
- (a) During the first (1st) through third (3rd) year inclusive – fifteen (15) working days per year;
 - (b) During the fourth (4th) through tenth (10th) year inclusive – twenty (20) working days per year;
 - (c) During the eleventh (11th) through twentieth (20th) year inclusive – twenty-five (25) working days per year;
 - (d) During the twenty-first (21st) and subsequent years – thirty (30) working days per year.
- 1506 If a paid holiday falls or is observed during an employee's vacation period, an additional day of paid vacation shall be allowed.
- 1507 Where an employee qualifies for income protection, bereavement leave, jury leave or any other approved leave during or prior to her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employees' option and with the approval the Employer.

For the purpose of this Article, documentation of illness for any period of time must be provided if requested.

- 1508 Employees must submit their preferred vacation period to her/his designated supervisor for approval prior to March 31 of each year.
- 1509 The Employer shall establish vacation schedules based on the operational requirements of the Centre and the preferred period of vacation for each employee. Where a conflict exists between employee preference, the employee with the most seniority shall be assigned the vacation period in dispute.
- 1510 An employee who fails to indicate her/his choice of vacation by March 31 shall not have preference in the choice of vacation time where other employees have indicated their preference. After March 31 vacation will be granted on a first come, first served basis.
- 1511 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 1512 Employees who work less than the full calendar year or who work less than full-time hours of work shall have their vacation days' entitlement prorated as to the percentage of full-time hours worked.
- 1513 Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation for the purpose of taking such time off for personal reasons, such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling.

ARTICLE 16 - GENERAL HOLIDAYS

- 1601 The following days shall be recognized as non-working days for all ten (10) month employees:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed as a holiday by Federal or Provincial authorities.

All full-time ten (10) month employees who have been laid off at the end of the school year shall be provided with wages equivalent to one (1) standard work day, as specified in Article 1205, in lieu of Canada Day on their final paycheque prior to layoff.

The following days shall be recognized as non-working days for all twelve (12) month employees:

New Year's Day	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday (to be scheduled by mutual agreement)	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed as a holiday by Federal or Provincial authorities.

- 1602 Where in any year Good Friday falls during the spring vacation, the Monday following Good Friday shall be recognized to be a non-working day in lieu thereof.
- 1603 Part-time employees shall, on each paycheque, be paid an additional four point six two percent (4.62%) of regular hours paid in lieu of payment for general holidays outlined in Article 1601.
- 1604 A General Holiday which occurs while an employee is receiving income protection benefits will be paid as a holiday, and not deducted from accumulated income protection credits.

ARTICLE 17 - INCOME PROTECTION IN CASE OF ILLNESS

- 1701 An employee having accumulated an entitlement to income protection may claim basic pay for such income protection against such accumulation with respect to periods during which:
- (a) She was unable to work because of incapacitation due to accident or illness, or was placed under quarantine by a medical practitioner; or
 - (b) Her presence constituted a health hazard for clients and/or other employees and she was instructed by the Employer to leave her place of duty; or
 - (c) She attends an appointment related to a medical/dental examination and/or treatment.
- 1702 (a) Each employee shall accumulate income protection at the rate of one and one-quarter (1¼) days for each full month of employment.

- (b) Of each day and a quarter ($\frac{1}{4}$) of income protection credits earned, one (1) day* shall be reserved exclusively for the employee's personal use as specified in Article 1701. The remaining one quarter ($\frac{1}{4}$) of a day* shall be reserved for either the employee's use in accordance with Article 1701 or for use in the event of family illness as outlined in Article 1711 or to offset the waiting period for E.I. benefits for maternity/parental leave as outlined in Article 1805 (e) Plans "A" and "B". 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 (1) day" to read "three-quarters ($\frac{3}{4}$) of a day" and amend "one-quarter ($\frac{1}{4}$) of a day" to read "one-half ($\frac{1}{2}$) of a day".

For the purpose of implementation of this provision the following procedure will apply:

At the end of the first pay period following "date"**, the employee's total accumulated income protection credits shall be allocated as follows:

Eighty percent (80%) of the balance will be reserved for the employee's personal use, and

Twenty percent (20%) of the balance will be reserved for either the employee's personal use as outlined in 1701 or for use in the event of family leave in accordance with **1709** or 1805 (e) Plans "A" and "B".

**The date referred to shall be the date upon which the Employer's payroll system can accommodate this revision.

- 1703 An employee who is unable to report for work due to illness shall inform her supervisor prior to the commencement of her next scheduled work day. An employee who fails, without valid reason, to give such notice shall not be entitled to receive income protection benefits for the day(s) in question.
- 1704 The Employer, either at the time of notification by the employee of claiming income protection, or by advance notice prior to future income protection claims, may require a medical certificate or report as proof of the validity of any claim for income protection in cases of suspected abuse, and as proof of the employee's fitness to return to duty. Failure to provide such a certificate when requested may disqualify an employee from receiving paid income protection or may result in a refusal of permission for her to resume her duties.
- 1705 Days off and recognized holidays which fall within a period of sick leave shall not be considered a part of, or charged to, the employee's accumulated income protection.

- 1706 At the effective date of this Agreement, each employee will retain income protection entitlement accumulated and not used to that date.
- 1707 An employee will inform the Employer in writing when a medical decision is made regarding elective surgery so that staff coverage for her intended absence may be arranged. Failure to give such notice shall result in non-entitlement to income protection benefits for the period of absence.
- 1708 The Employer will annually, on written request, provide each employee with a statement of her accrued income protection credits. Any alleged errors in the accumulation will be reviewed by the Employer and any errors shall be corrected as soon as possible.
- 1709 Subject to the provisions of 1802 an employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, dependent child, parent, or person who has the employee as the primary caregiver.

1710 Disability and Rehabilitation Plan

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

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

- (b) Where an employee has been away from work due to illness for four (4) consecutive weeks, the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer is willing to assist the employee with completion of the documentation/application should the employee request.
- (c) Subject to compliance with paragraph (b), in the event;

- (i) an employee does not have sufficient accrued income protection to cover the one hundred and nineteen (119) calendar day elimination period, or
- (ii) the employee's D&R application has not been approved by the end of the elimination period,

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

1711

Manitoba Public Insurance Corporation (M.P.I.C.) Advance

- (a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance Corporation. The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by M.P.I.C.
- (b) Subject to (a), where an employee has applied for M.P.I.C. benefits and where a loss of normal salary would result while awaiting the M.P.I.C. decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
 - (i) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 2701 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
 - (ii) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final M.P.I.C. decision is rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (c) The employee shall reimburse the Employer by assigning sufficient M.P.I.C. payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by M.P.I.C. directly to the employee.
- (d) In the event that M.P.I.C. disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income

protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.

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

1712

Income Protection and Workers' Compensation (for W.C.B. claims filed after date of ratification of this Agreement)

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

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

An employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the W.C.B. payments. The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to time loss. 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 income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.

Subject to the provision of each plan, the employee may request the **Employer** to 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 and life insurance plan as if the employee was not disabled. If the supplement is not sufficient, the employee may, subject to the provisions of each plan, forward self-payments to the Employer for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

If at any time it is decided by the Workers' Compensation Board that a supplement paid by an Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by the Workers' Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.

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 in order that the Workers' Compensation Board may determine whether or not the supplement referenced in this Article shall continue in effect after January 1, 1995.

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

1713 The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Union.

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

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

ARTICLE 18 - LEAVES OF ABSENCE

1801 The employee will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the Agreement. Except in emergencies, such requests must be made at least four (4) weeks in advance. The Employer shall notify the employee of his decision, in writing, without undue delay, after the request.

1802 There shall be no loss of income protection accumulations up to the date of any leave of absence whether granted with or without pay.

1803 Income protection will continue to accrue during any paid leave of absence.

1804 Parenting Leave

Parenting leave consists of maternity leave and parental leave. Parental leave includes paternity and adoption leave.

1805 Maternity/Parental Leave

For the purposes of this Article only, periods of layoff during regular school breaks and holidays will be deemed to be periods of continuous service for the purposes of maternity and parental leave.

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 job, and such time shall be in addition to the leave she is otherwise entitled to under this Article.

Plan "A"

An employee shall receive maternity leave of seventeen (17) weeks and parental leave of up to thirty-seven (37) weeks without pay, subject to the following conditions:

- (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 unless there is an urgent medical reason for providing less notice.
- (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.
- (e) Subject to the provisions of 1802, employees may choose to receive up to a maximum of ten (10) days' payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance. These ten (10) days shall be prorated for part-time employees based on their equivalent to full-time status.
- (f) During the seventeen (17) week duration of maternity leave an employee shall have the right, if she so chooses, to use accumulated sick leave credits for that portion of the maternity leave during which she would have been unable to work due to health related reasons. An employee claiming sick leave in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

Plan “B” (effective September 1, 2013)

- (a) In order to qualify for Plan “B”, a pregnant employee must:
- (i) have completed six (6) continuous months of employment with the Employer;
 - (ii) submit to the Employer an application in writing for leave under Plan “B” at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (iii) 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;
 - (iv) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to *The Employment Insurance Act*.
- (b) An applicant for maternity leave under Plan “B” must sign an agreement with the Employer providing that:
- (i) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from maternity leave or at any time during the six (6) months following her return from maternity leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (ii) 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
 - (iii) should she fail to return to work as provided under (i) and/or (ii) 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.
- (c) An employee who qualifies is entitled to a maternity leave consisting of:
- (i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate;

- (ii) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (iii) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- (d) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
- (i) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (ii) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;
 - (iii) all other time as may be provided under Article 12 shall be on a leave without pay basis.
- (e) An employee may end her maternity leave earlier than the date specified by giving her Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date she wishes to end the leave.
- (f) Plan "B" does not apply to temporary employees.
- (g) A leave of absence under Plan "B" shall be considered to be an unpaid leave of absence.

1806 Sections 52 through 57.1(2) inclusive and Section 60 of *The Employment Standards Code* respecting maternity leave shall apply.

1807 Parental Leave - Paternity

An employee shall receive parental leave of up to thirty-seven (37) weeks, without pay, subject to the following conditions:

- (a) He become 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 be completed not 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.

1808 Parental Leave - Adoption

An employee shall receive parental leave without pay of up to thirty-seven (37) 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 be completed 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.

1809 If requested by the employee, additional unpaid leave of absence may be granted at the discretion of the Employer.

1810 An employee wishing to return to work after maternity and/or parental leave shall notify the Employer in writing at least two (2) weeks in advance of her return. On return from maternity and/or parental leave, the employee shall be placed in her former position.

1811 The employee shall, where the plan permits, have the right to make payments to maintain coverage under Employer/employee benefit plans and to that end, shall be responsible for the full amount of the necessary premiums, including the Employer's portion.

1812 Union Leave

- (a) Subject to at least two (2) or more weeks written notice of request and no additional costs being incurred by the Employer, an employee elected or appointed to represent the Union at conventions, seminars, schools, etc. shall be allowed a leave of absence without pay, to a maximum of ten (10)

employee days per year. This leave shall be limited to only one (1) person being away at any one time.

- (b) An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during her term of office. Such employee may receive her pay and benefits as provided for in this Agreement, subject to total recovery of payroll and related costs by the Employer from the Union.

1813 Jury and Witness Duty

An employee required to serve as a juror or subpoenaed witness in any court of law shall receive a leave of absence at her basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

1814 Leave re Citizenship

Employees shall be allowed the necessary time without loss of pay to attend citizenship court to become a Canadian citizen.

1815 Education Leave

Written requests for education leave and financial assistance for education programs may be submitted to the Employer at any time. The Employer shall give due consideration to any such request and shall respond in writing to the employee indicating the disposition of the request.

1816 Compassionate Care Leave

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
- (i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) the day the certificate is issued, or
 - (B) if the leave was begun before the certificate was issued, the day the leave began; and;
 - (ii) the family member requires the care or support of one or more family members.
- The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this Article shall be defined as:
- (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) a parent of the employee or a spouse or common-law partner of the parent; or
 - (iv) any other person described as family in the applicable regulations of *The Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 1904 (d).
- (h) Subject to the provisions of 1711, an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.

- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 1817.

1817 Bereavement Leave

- (a) Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of death of a spouse, common-law spouse, child, stepchild, parent, stepparent, sibling, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancée, and any other relative who had recently been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment or four (4) calendar days following the death, whichever is greater. Bereavement leave may be extended by up to two (2) additional working days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral. One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.
- (b) Necessary time off, up to one (1) day, without loss of pay may be granted an employee to attend a funeral as a pallbearer or mourner.

1818 Public Office

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her term of office.

ARTICLE 19 - SENIORITY

- 1901 "Seniority" shall be defined as the total accumulated paid hours (excluding overtime) from the last date on which an employee commenced work within the bargaining unit at the Centre.
- 1902 Seniority shall be considered as a factor in vacancy selection and if all other selection criteria are equally possessed by two (2) or more applicants, it shall be considered as the governing factor.
- 1903 The seniority of an employee will be retained but will not accrue if:

- (a) she is on any unpaid leave of absence in excess of four (4) consecutive weeks except those leaves of absence outlined in Article 1904;
- (b) she is on Workers' Compensation for a period of more than two (2) years;
- (c) she is laid off for more than eighteen (18) and less than fifty-two (52) weeks;
- (d) she is on the trial period of an out-of-scope position.

1904

The seniority of an employee will be retained and will accrue if:

- (a) she is on any period of paid leave of absence;
- (b) she is on any period of Employer paid income protection;
- (c) she is on Workers' Compensation for a period of up to two (2) years;
- (d) she is on any period of unpaid leave of absence of less than four (4) weeks;
- (e) she is laid off for less than eighteen (18) weeks;
- (f) she is on any period of paid vacation;
- (g) she is on any period of parenting leave;
- (h) she is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year.

1905

The seniority of an employee will terminate if:

- (a) she resigns;
- (b) she is discharged, and not reinstated under the grievance procedure;
- (c) she is laid off for more than fifty-two (52) weeks;
- (d) she fails to report for duty on the day specified in the recall notice except where the employee cannot report to work due to illness and substantiated by a medical certificate;
- (e) she fails to report to work as scheduled at the end of a leave of absence, vacation, or suspension without reason satisfactory to the Employer;

- (f) she is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

Where an employee has lost seniority as a result of the application of (a) through (e) the employment of that employee is deemed terminated.

- 1906 The Employer shall once annually upon written request provide the Union with a listing of names of employees within the scope of this Agreement and their seniority. Any alleged errors in the list will be reviewed by the Employer and corrected as soon as possible. Annually, upon written request, a comprehensive list including the name, address and telephone number of each employee shall be sent to the Union. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.

ARTICLE 20 - NOTICE OF TERMINATION OF EMPLOYMENT

- 2001 Employment may be terminated voluntarily by an employee subject to four (4) weeks of written notice, exclusive of any vacation due. Employment may be terminated by the Employer for just cause.
- 2002 Employment may be terminated with less notice or without notice:
- (a) by mutual agreement between the employee and the Employer for special circumstances, or
 - (b) during the probationary period of a newly hired employee;
 - (c) in the event an employee is dismissed for sufficient cause.
- 2003 The Employer may give equivalent basic pay in lieu of giving notice or recover equivalent basic pay where insufficient notice is given.
- 2004 On termination of employment for other than disciplinary reason, the Employer shall provide a letter of reference on request.

ARTICLE 21 - LAYOFF AND RECALL

- 2101 When a reduction in the working force becomes necessary, employees will be laid off in reverse order of seniority subject only to more senior employees being qualified, able and willing to perform the required work.
- 2102 In the event of a layoff, employees other than probationary employees shall receive notice or pay in lieu of such notice as follows:

- (a) no notice for scheduled layoffs as outlined in Article 1203;
- (b) two (2) weeks' notice for layoff up to eight (8) weeks;
- (c) four (4) weeks' notice for layoff more than eight (8) weeks.

Written notice shall be given by personal service or registered mail to the employee(s) concerned.

- 2103 No new employees will be hired for positions within the bargaining unit when other employees are on layoff except where those employees on layoff are not qualified, able and willing to perform required work.
- 2104 To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address, and further, during the layoff period, must inform the Employer immediately of any address changes.
- 2105 An employee shall be recalled in order of seniority provided she is qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for at least fourteen (14) calendar days' notice to report back to work. The employee affected shall contact the director within seven (7) calendar days of the recall notice regarding whether or not she is returning to work.
- 2106 The right of a person who has been laid off to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:
- (a) if the person did not communicate with the Employer as specified in Article 2104 or 2105;
 - (b) if the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer;
 - (c) a fifty-two (52) week period has elapsed since the date of layoff, as per Article 1905.

ARTICLE 22 - DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE

- 2201 An employee may be disciplined, discharged, or suspended for just cause. In all instances where the Employer considers that an employee warrants disciplinary action the Employer shall make every effort to take such action at a meeting with the employee and when possible, shall give the employee advance notice of the

nature of the complaint. The employee may be accompanied at the meeting by a Union representative.

- 2202 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken by either registered mail or personal service, and copy the Local President or designate.
- 2203 An employee shall be given the opportunity to examine any document which is placed in her personnel file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of such document.
- 2204 An employee accompanied by a Union representative if she so elects, may examine her personnel file on request. She shall have recourse to the grievance procedure to dispute any derogatory entry in her file.
- 2205 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 23 - VACANCIES AND NEW POSITIONS

- 2301 The **Employer** agrees to post notices of vacant or new positions covered under this Agreement for at least seven (7) days to enable employees presently in the employ of the **Employer** to apply for same. Such posting shall not preclude the Employer from advertising outside the **Employer** premises. All postings shall state minimum qualifications required and date of closing of the competition. Job descriptions shall be available to applicants on request.
- 2302 Provided that equivalent qualifications are met, preference shall be given to employees presently in the employ of the **Employer** who have submitted a written application for the vacant or new position.
- 2303 Each employee who applies for a posted vacancy will be notified in writing of the disposition of her application.
- 2304 The applicant selected for any position shall receive, within two (2) weeks of the selection being made, written confirmation of the salary scale, her placement on such scale and any special conditions that may be applicable to her appointment.
- 2305 (a) All promotions and voluntary transfers are subject to a three (3) month trial period.

- (b) Conditional upon satisfactory performance, she shall be declared permanent after the trial period.
- (c) During the trial period, she shall be returned to her former position without loss of seniority;
 - (i) by the Employer when she proves to be unsatisfactory in the new position, or
 - (ii) voluntarily by the employee upon providing reasonable explanation to the Employer.

Notwithstanding Article 2301, should an employee elect to return to her former position in accordance with (i) or (ii) above within twenty-eight (28) days after commencing the positions, the next more senior qualified applicant will be awarded the position as per Article 1902.

2306 Where an employee is involuntarily transferred to another work site and wishes to return to her former work site, the Employer shall attempt to return the employee at the earliest possible time subject to the availability of other qualified, able and willing employees.

ARTICLE 24 - PROBATIONARY PERIOD

2401 The period from the date of last employment to the completion of three (3) months of employment for newly hired full-time employees (and from the date of last employment to the later of completion of four (4) months or thirty (30) working days worked for newly hired part-time employees) will be recognized as a probationary period. Where a newly hired part-time employee is regularly scheduled to work fewer than eight (8) days per month for the first ten (10) months, that employee will be on probation for a ten (10) month period. During **the probationary** period the employee shall not have recourse to the grievance procedure for reasons of termination of employment. This clause shall not preclude the Employer from extending the probationary period of a full-time or part-time employee up to an additional three (3) months with the prior agreement of the Union.

ARTICLE 25 - PENSION PLAN (HEPP) CONTRIBUTION RATES

2501 **Enrolment in the HEB Manitoba Group Pension Plan, Group Health, Disability and Rehabilitation Plan, Dental Plan and Group Life Insurance Plan is a condition of employment for all employees provided the employee qualifies under the conditions of each plan.**

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

ARTICLE 26 - SPECIAL UNDERSTANDING RE: PART-TIME EMPLOYEES

2601 A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement between the Employer and the employee.

2602 Income protection accumulation for part-time employees shall be calculated as follows:

$$\frac{\text{Hours paid at regular rate of pay to part-time employees}}{\text{Full-time hours}} \times \text{Entitlement of full-time employees}$$

2603 A part-time employee shall receive increments (calculated from the date of her last increment, or her starting date as the case may be) on the basis of one (1) increment for each equivalent annual full-time hours worked or three (3) years' service, whichever occurs sooner. In the case of the increment being given on the basis of equivalent annual full-time hours worked, it shall be applied to the pay period next following completion of equivalent annual full-time hours worked.

2604 (a) Seniority accumulated by a part-time employee will be calculated in accordance with hours paid at regular rate of pay.

(b) Effective the signing date of the Collective Agreement and for the purposes of Articles 1902 through 1906 and Article 21 only:

Seniority accumulated by a part-time employee will be calculated in accordance with hours paid (excluding overtime).

2605 All part-time employees shall receive the wage rates and applicable benefits on a pro rata basis according to their paid hours of work, except as otherwise specified herein.

ARTICLE 27 - SALARIES AND INCREMENTS

2701 Employees shall be paid in accordance with the salary schedule as outlined in Schedule "A" forming part of the Agreement.

2702 "Basic or regular salary or pay" shall mean the rates of pay shown in Schedule "A" (salaries).

- 2703 When an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall be delayed in direct relation to the length of the leave.
- 2704 If new classifications which come under the scope of this Agreement are created during the term of this Agreement or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Employer will inform the Union of the proposed rates of pay for such positions. If the Union wishes to enter into negotiations on these rates of pay it will so inform the Employer within seven (7) days and negotiations will commence within an additional ten (10) days, which time may be extended by mutual agreement between the Employer and the Union. If the parties are unable to reach agreement concerning the rates of pay the dispute shall, at the request of either or both parties, be dealt with in accordance with the provisions as set forth in the arbitration procedure herein.
- 2705 Job descriptions shall be made available to employees and copies shall be provided to the Union upon written request.
- 2706 Where an employee is assigned to relieve in a higher paying position she shall be paid at the first step of the scale for the higher paying position which exceeds her current rate of pay.

2707 Starting Salaries

Starting salary for newly hired employees shall recognize each full year of previous relevant experience, as judged by the Employer, as follows:

- (a) One (1) year in the past four (4) years - one (1) year rate;
- (b) Two (2) years in the past four (4) years - two (2) year rate;
- (c) Three (3) years in the past five (5) years - three (3) year rate;
- (d) Four (4) years in the past five (5) years - four (4) year rate.

Long Service Step

Effective September 1, 2013, a long service step equivalent to two percent (2%) shall be added to the salary scales. Employees shall be eligible for the Long Service Step identified above upon completion of the following:

- (a) Twenty (20) of more years of continuous service in a full-time or part-time position, and

- (b) The employee has been at the maximum step of the salary scale for a minimum of twelve (12) consecutive months.

ARTICLE 28 - RETIREMENT BONUS/PRERETIREMENT LEAVE

2801 Employees retiring in accordance with the following:

- (a) retire at age sixty-five (65) years; or
- (b) retire after age sixty-five (65) years; or
- (c) have completed at least ten (10) years' continuous employment and retire after age fifty-five (55) but before age sixty-five (65); or
- (d) employees who have completed at least ten (10) years' continuous service with the Employer, whose age plus years of service equal eighty (80);

shall be granted retirement bonus on the basis of four (4) days per year of employment as per Article 2803.

2802 Calculation of retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Facility and shall be based on the employee's total seniority on the date of retirement.

2803 Employees retiring in accordance with the conditions of Article 2801 shall be granted paid retirement bonus as specified on the following basis. Calculation will be based on the following formula:

$$\frac{\text{Total paid hours actually worked from date of hire}}{\text{Full-time hours}} \times 4 \text{ days}$$

Full-time hours for this calculation shall be 1950 hours – pro-rated for 6.5 hour day employees to 1690 hours.

2804 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. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.

Signed this _____ day of _____, 2019.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 204**

**SIGNED ON BEHALF OF:
THE REHABILITATION CENTRE
FOR CHILDREN**

SCHEDULE "A"

**CUPE Local 2836 & Rehabilitation Centre for Children
Physiotherapists & Occupational Therapists**

Classification	Effective Date	% Incr	Start	Step 1	Step 2	Step 3	Step 4	Step 5	20th Yr
SCHEDULE "A" - Effective April 1, 2014 - 1.50% General Increase									
Staff Therapist	1-Apr-14	1.50%	31.524	32.469	33.443	34.447	35.478	36.542	37.273
Senior Charge	1-Apr-14	1.50%	34.581	35.615	36.686	37.789	38.921		39.700
SCHEDULE "A" - Effective April 1, 2015- 1.50% General Increase									
Staff Therapist	1-Apr-15	1.50%	31.997	32.956	33.945	34.964	36.010	37.090	37.832
Senior Charge	1-Apr-15	1.50%	35.100	36.150	37.236	38.356	39.505		40.295
SCHEDULE "A" - Effective April 1, 2016- 2.0% General Increase									
Staff Therapist *	1-Apr-16	2.00%	33.208	34.203	35.230	36.287	37.374	38.494	39.264
Senior Charge *	1-Apr-16	2.00%	36.429	37.518	38.646	39.808	41.000		41.820
<i>*Recruitment & Retention - (1.75%) Occupational Therapist, Physiotherapist</i>									
SCHEDULE "A" - Effective April 1, 2017- 2.0% General Increase									
Staff Therapist *	1-Apr-17	2.00%	34.448	35.480	36.546	37.642	38.769	39.931	40.730
Senior Charge *	1-Apr-17	2.00%	37.790	38.919	40.089	41.294	42.531		43.382
<i>*Recruitment & Retention - (1.70%) Occupational Therapist, Physiotherapist</i>									

EC:cbc/cope 491
30-Jan-19

SCHEDULE "B"

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 204**

AND

THE REHABILITATION CENTRE FOR CHILDREN

RE: ACADEMIC ALLOWANCE

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

- Research Master's Degree - \$150 per month (\$69 biweekly); prorated on an hourly basis.

Signed this _____ day of _____, 2019.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 204**

**SIGNED ON BEHALF OF:
THE REHABILITATION CENTRE
FOR CHILDREN**

LETTER OF UNDERSTANDING #1

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 204**

AND

THE REHABILITATION CENTRE FOR CHILDREN

RE: LAYOFF AND RECALL

This is to confirm that it is the intent of the Employer to recall, at the beginning of the school year, all those employees who are laid off at the end of the previous school year, provided that the work for such employees remains available. In the event that the work is not available, the provisions of Article 21 shall apply.

Signed this _____ day of _____, 2019.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 204**

**SIGNED ON BEHALF OF:
THE REHABILITATION CENTRE
FOR CHILDREN**

LETTER OF UNDERSTANDING #2

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 204**

AND

THE REHABILITATION CENTRE FOR CHILDREN

RE: SCHOOL YEAR

Should the length of the School Year change during the life of the Collective Agreement, the parties agree to meet to discuss any adjustments to provisions to this Agreement that would be required to ensure CUPE members suffer no loss in pay and benefits. Any such adjustments shall take the form of a Memorandum of Agreement to be appended to the Agreement.

Signed this _____ day of _____, 2019.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 204**

**SIGNED ON BEHALF OF:
THE REHABILITATION CENTRE
FOR CHILDREN**

LETTER OF UNDERSTANDING #3

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 204**

AND

THE REHABILITATION CENTRE FOR CHILDREN

RE: CLARIFICATION OF ARTICLE 1301

Notwithstanding the March 31 date related to compensating overtime in Article 1301, the parties agree to extend this date to **July 15** of any year for ten (10) month employees and to August 31 of any year for twelve (12) month employees.

Signed this _____ day of _____, 2019.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 204**

**SIGNED ON BEHALF OF:
THE REHABILITATION CENTRE
FOR CHILDREN**

LETTER OF UNDERSTANDING #4

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 204**

AND

THE REHABILITATION CENTRE FOR CHILDREN

RE: NORTHERN ALLOWANCE

In the event that rate schedules are revised, a joint Union-Management Committee of equal representation will be struck to discuss any potential impact on bargaining unit members.

Signed this _____ day of _____, 2019.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 204**

**SIGNED ON BEHALF OF:
THE REHABILITATION CENTRE
FOR CHILDREN**

LETTER OF UNDERSTANDING #5

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 204**

AND

THE REHABILITATION CENTRE FOR CHILDREN

RE: PORTABILITY

The parties agree to pursue with the Manitoba Association of Health Care Professionals (MAHCP) the possibility of a portability agreement within the Centre between RCC CUPE Physiotherapists and Occupational Therapists and RCC MAHCP Physiotherapists and Occupational Therapists.

Signed this _____ day of _____, 2019.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 204**

**SIGNED ON BEHALF OF:
THE REHABILITATION CENTRE
FOR CHILDREN**

LETTER OF UNDERSTANDING #6

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 204**

AND

THE REHABILITATION CENTRE FOR CHILDREN

RE: PARKING

The Rehab Centre for Children will work with Therapists and identified schools to attempt to resolve parking difficulties.

Signed this _____ day of _____, 2019.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 204**

**SIGNED ON BEHALF OF:
THE REHABILITATION CENTRE
FOR CHILDREN**

