

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CUPE** / *Canadian Union  
of Public Employees*  
**LOCAL 3425**

**AND**

**COMMUNITY THERAPY SERVICES INC.**

**TERM OF AGREEMENT:**

**APRIL 1, 2011 TO MARCH 31, 2017**

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**PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiation in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, realizing that the first consideration is the welfare of the Agency's clients/patients and residents.

AND WHEREAS it is the desire of both parties that these matters be drawn up in an Agreement,

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

**ARTICLE 1 - SCOPE OF RECOGNITION**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board under specific certificate MLB #4379, or as may be granted voluntary recognition by the Employer and identified in Schedule "A".

1.02 Work of Bargaining Unit

Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both parties or in the case of training or emergency.

**ARTICLE 2 - DURATION**

- 2.01 (a) This Agreement shall be in full force and effect from **April 1, 2011** until **March 31, 2017**.
- (b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least two (2) weeks' (14 days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least two (2) weeks' (14 days) written notice as to the intended time and date of lockout.

- 2.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 2.03 This Agreement may be amended during its term by mutual agreement.
- 2.04 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.
- 2.05 All retroactive wage adjustments shall be made payable within forty-five (45) days of the date of signing of this Agreement by both parties.
- 2.06 Changes in wages shall be adjusted retroactively, unless otherwise specified.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes the sole right of the Employer to exercise its function of management which shall include, without limiting the generality of the foregoing, the right to hire new employees and to direct the working force, to promote, to discipline, suspend, discharge for just cause, transfer or lay off employees because of lack of work, to establish standards of work performance, to require employees to observe Agency rules and regulations not inconsistent with the provisions of this Agreement, to decide the number and duties of the Agency working staff, methods and schedules of work, and the right to determine position qualifications.

In administering the Collective Agreement, the Employer agrees to act reasonably, fairly, in good faith, and in a manner consistent with the terms of the Collective Agreement as a whole.

- 3.02 Subcontracting Out

If the Employer intends to subcontract 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 with the Agency for those employees so displaced. Any employee 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.

It shall not be considered as subcontracting should the Employer:

- (a) merge or amalgamate with another health care related agency, or
- (b) transfer or combine any of its operations or functions with another health care related agency, or
- (c) take over any of the operations or functions of another health care agency covered under the CUPE Provincial Health Care Collective Agreement.

In accordance with the above, an employee will be given ninety (90) days' notice and severance pay on the basis of two (2) weeks' pay at the regular 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.

#### **ARTICLE 4 - UNION DUES - SECURITY**

- 4.01 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall be limited to one (1) per calendar year.
- 4.02 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by a list of names of those employees from whose salaries deductions have been made and the amount of such deductions.
- 4.03 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made, and shall limit this change to not more than once per calendar year.
- 4.04 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 4.05 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

## ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Union agrees to exchange with the Employer a current list of officers and authorized representatives.
- 5.02 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.
- 5.03 One (1) Union representative will be granted necessary time off with basic pay, to meet with the Employer for the purposes of addressing matters arising from the Collective Agreement.
- 5.04 Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.
- 5.05 The President of the Local Union shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.
- 5.06 All correspondence arising out of this Agreement shall pass to and from the Executive Director or designate and the Secretary of the Local Union or designate.

## ARTICLE 6 - NON-DISCRIMINATION

- 6.01 **The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment. It is agreed that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, ancestry, including colour and perceived race; nationality and national origin; ethnic background or origin; religion or creed, or religious belief, religious association or religious activity; political belief, political association or political activity; sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy; marital or family status; gender identity; sexual orientation; source of income; parental status; place of residence; physical or mental disability, or related characteristics or circumstance; social disadvantage; nor by reason of her membership or non-membership or activity in the union.**

6.02 It is agreed that should a question arise regarding bona fide occupational qualifications, the parties will jointly apply to the Manitoba Human Rights Commission for an advisory opinion as provided for in the *Manitoba Human Rights Code*.

6.03 Harassment

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 strict confidence by both the Employer and the Union.

**ARTICLE 7 - DEFINITIONS**

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

7.02 A "full-time" employee is one who regularly works the hours specified in Article 17.

7.03 A "part-time" employee is one who regularly works less than full-time hours, but not less than seven and one-half (7½) hours in a biweekly period.

7.04 (a) A term position is a position from within the present bargaining unit. A term position shall be for a specific time period or until completion of a particular project of six (6) months and a maximum duration of fifty-four (54) weeks. This period may be extended if the Employer so requests and the Union agrees.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 13 and filled in accordance with Article 11. All permanent employees within the department may apply for the term position. Additional postings shall not be required for the position of the employee who may be awarded the term position, but such vacant position shall follow the provisions contained in Article 7.04 (b). Upon completion of the term position, the employee shall be returned to his/her former position. In the event that the employee's former position is no longer current, the employee shall have the right to exercise his/her seniority to displace any employee who has less seniority, provided he/she has the qualifications and ability to perform the required duties.

Where the Employer determines that staff are to be replaced during periods of less than six (6) months, Articles 13.10 and 19.04 shall apply, wherever possible.

An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

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

Employees returning from the leave will provide the Employer with as much notice as possible of the date of return.

The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

- (b) The word "temporary" employee shall mean a person who is employed for a specific time period or until completion of a particular project to a maximum of fifty-four (54) weeks. No employee shall be laid off and rehired for the purposes of extending the period of temporary employment. Terms of this Agreement shall not apply to the temporary employee.

Should a temporary employee become permanent without a break in service, her service will be connected for seniority purposes.

A temporary employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the physical ability and necessary qualifications and training to meet the requirements of the job and a good employment record at the Facility in accordance with Article 11.02. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the temporary employee's hiring.

If a temporary employee is promoted or transferred to a permanent position and has not completed her probationary period, she shall serve the balance in the new position.

A temporary employee shall have no seniority rights in matters of demotion, lay off and recall.

#### 7.05

A "probationary" employee is a newly-hired full-time or part-time employee who has not completed three (3) or four (4) months' service respectively, from the date of hiring. This period may be extended if the Employer so requests and the Union agrees.

- 7.06 The words "casual employee" shall mean a person who replaces an absent employee or is called in to supplement staff coverage in emergency situations. The terms of this Agreement shall not apply to such casual employee, except:
- (a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period.
  - (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
  - (c) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 18.01, 18.02 (a), (b) and (d).
  - (d) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
  - (e) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
  - (f) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours' pay at her basic rate of pay.
  - (g) Articles 11 and 12 herein apply only with respect to the terms of this Article.
- 7.07 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.
- 7.08 The term "Employer" and/or "Agency" shall mean the Community Therapy Services Inc.
- 7.09 The term "Union" shall mean the Canadian Union of Public Employees, Local 3425.

#### **ARTICLE 8 - BULLETIN BOARDS**

- 8.01 Bulletin board space for the use of the Union will be provided by the Employer. All material posted must be submitted to the Chief Executive Officer or designate before posting.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 9.02 An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- 9.03 Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of three (3) employees so engaged. Such permission shall not be unreasonably withheld.
- 9.04 Within twenty-one (21) calendar days after the cause of a grievance occurs, the grievant shall attempt to resolve the dispute with her immediate supervisor, who is outside the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work, such grievance must be lodged within fourteen (14) calendar days of return.
- 9.05 The steward shall submit the grievance to the Union. If the Union considers the grievance to be justified it shall, within seven (7) calendar days of having it referred to them, discuss the matter with the aggrieved employee's supervisor who is outside of the bargaining unit.
- 9.06 If the grievance is not settled within five (5) calendar days after being discussed with the supervisor of the department, the Union may, within seven (7) calendar days, submit the grievance in writing to the Chief Administrative Officer or designate who shall, within seven (7) calendar days after receipt of the grievance, render a decision in writing.
- 9.07 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Chief Administrative Officer or designate.
- 9.08 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the Chief Administrative Officer or designate.
- 9.09 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.

## **ARTICLE 10 - ARBITRATION PROCEDURE**

- 10.01 Within ten (10) calendar days after receiving the Chief Administrative Officer's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- 10.02 Unless both parties agree to the selection of a sole arbitrator within seven (7) calendar days following the matter being referred to arbitration, each party shall in the next seven (7) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 10.03 The two (2) named members of the Board shall, within ten (10) calendar days, name a third member of the Board who shall be Chairperson.
- 10.04 In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- 10.05 The Arbitration Board or the sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 10.06 The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
- 10.07 The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.
- 10.08 Clarification on Decision
- Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the sole arbitrator, either party may apply to the Chairperson of the Board of Arbitration or sole arbitrator to reconvene. Within five (5) calendar days the Board of Arbitration or the sole arbitrator shall reconvene to clarify the decision.
- 10.09 Expenses of the Board
- Each party shall pay:
- (a) the fees and expenses of the arbitrator it appoints;

- (b) one-half (½) the fees and expenses of the Chairperson or sole arbitrator.
- 10.10 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 10.11 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

### **ARTICLE 11 - SENIORITY**

- 11.01 Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer, subject to the following conditions:
- 11.02 Seniority shall be the determining factor in matters of promotion, demotion, transfer, lay off, reduction of hours and recall, subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record.
- 11.03 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on paid hours including any period of:
  - (a) paid leave of absence;
  - (b) paid income protection;
  - (c) unpaid leaves of absence up to four (4) weeks. (In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave);
  - (d) Workers' Compensation up to two (2) years in that appropriate time period.
- 11.04 Seniority will terminate if an employee:
  - (a) resigns;
  - (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
  - (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;

- (d) is laid off for more than thirty-six (36) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

11.05 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of full Workers' Compensation benefits;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) is on approved parental or adoption leave.

11.06 Seniority will be retained but will not accrue if an employee:

- (a) is on an unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
- (c) is laid off for less than thirty-six (36) months;
- (d) is on the trial period of an out-of-scope position.

11.07 The Employer shall provide CUPE, once per year, a seniority list showing the date upon which the employee commenced service, the employee's total accumulated service hours, and the employee's address and telephone number provided the employee has provided written permission for the release of the personal information.

**ARTICLE 12 - INCOME PROTECTION IN CASE OF PERSONAL ILLNESS**

- 12.01 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers' Compensation Board or the Manitoba Public Insurance Corporation, shall be entitled to her regular pay to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by the Manitoba Public Insurance Corporation.
- (a) In the case of medical, dental or physiotherapy examinations or treatment, the employee shall be allowed time off with pay to attend such appointments to the extent that she has accumulated income protection credits, with the proviso that if the employee chooses a doctor, dentist or physiotherapist outside of her community, the employee will be granted necessary time off without pay.
- (b) Should it become necessary for an employee to attend a doctor, dentist or physiotherapist outside of her community by reason of non-availability of service in her community the employee shall be allowed up to one (1) shift off with pay, to the extent that sick leave credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service.
- 12.02 (a) An employee who will be absent under the conditions outlined in Article 12.01 must give a reasonable period of notice to her department prior to the starting time of her shift. Reasonable notice for prescheduled medical, dental or physiotherapy examination or treatment will be twenty-four (24) hours. An employee undergoing elective surgery must give seven (7) days' notice except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.
- (b) An employee returning to work following an absence of one (1) week or more shall inform the Employer by 1400 hours the day prior to returning to work.
- 12.03 Income protection shall accumulate at the rate of one and one-quarter (1¼) days per month with no maximum.
- 12.04 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.
- 12.05 Income protection credits will accumulate on the same basis as seniority is accrued under Article 11.

- 12.06 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- 12.07 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- 12.08 If an employee is to be absent for illness for a period exceeding her income protection, including EI credits, she must request, or cause someone on her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.
- 12.09 Upon written request, the Employer shall provide the employee, in writing, the amount of her accrued income protection within three (3) days of the request.
- 12.10 Income Protection and Workers' Compensation
- (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 MPIC.
  - (b) Subject to (a), where an employee has applied for MPIC benefits and where a loss of normal salary would result while awaiting the MPIC 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 19.01 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions and EI 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 MPIC 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 MPIC 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 MPIC directly to the employee.
- (d) In the event that MPIC 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.

12.11 Family Illness

Of each one and one-quarter (1.25) days of income protection accumulated, one (1) day shall be reserved exclusively for the employee's personal use as outlined in Article 12.01. The remaining one-quarter (.25) of a day shall be reserved for either the employee's personal use or for use in the event of family illness or care of family member. The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes. Family equals a spouse, dependent child, parent or person who has the employee as the primary caregiver.

**ARTICLE 13 - VACANCIES, PROMOTIONS AND TRANSFERS**

- 13.01 All vacant positions which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, current or anticipated shift, hours of work and wage rate.
- 13.02 Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified in writing of the disposition of her application. The name of the successful applicant for any position which falls within the scope of the Agreement will be sent to the Secretary of the Union where there are internal applicants.
- 13.03
  - (a) All promotions and voluntary transfers are subject to a three (3) month trial period in the case of a full-time position and a four (4) month trial period in the case of a part-time position.
  - (b) Conditional upon satisfactory performance, she shall be declared permanent after the trial period.

- (c) During the trial period, if the applicant 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 without loss of seniority.
- 13.04 When an employee is promoted, her new and future salary will be determined as follows:
  - (a) The new salary will be the rate of her new job title which is next higher to her rate on her former job title.
  - (b) Subject to 19.03, the subsequent increments, if any, shall be due on the anniversary date of the employee's date of employment at the Agency.
- 13.05 If an employee voluntarily transfers to a lower or equally paid classification, she shall be paid at the same increment level of the classification.
- 13.06 An employee, who through advancing years or disablement, is unable to perform her regular duties, shall be given preference for transfer to any suitable job which is open and which requires the performance of lighter work for which she is capable. She would be paid at the same increment level in the new job as she was in her previous job.
- 13.07
  - (a) Employees shall not be eligible to apply for transfer during their probationary period.
  - (b) Employees shall not be eligible to apply for transfer during their trial period in a permanent position, except where the position applied for represents a promotion, increase in EFT or the opportunity to exclusively work on the day shift.
- 13.08 Employees shall be encouraged to improve their abilities by participating in available training programs.
- 13.09 After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her employment at the Agency.
- 13.10
  - (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be divided as equitably as possible amongst those employees who have requested additional hours. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.

- (b) Should a part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer.
- (c)
  - (i) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.
  - (ii) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.
  - (iii) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits, and general holiday pay in accordance with Article 27.05.
  - (iv) No benefits other than those referenced in (ii) and (iii) above shall be based on additional casual shifts.
  - (v) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 7.04 (a), she shall be entitled to income protection benefits and bereavement leave.

#### **ARTICLE 14 - ANNUAL VACATION**

- 14.01 The vacation year shall be from the 1<sup>st</sup> day of May in the one year to the 30<sup>th</sup> day of April the next year.
- 14.02 A full-time employee who has completed less than one (1) year's continuous employment as of the cutoff date indicated in 14.01 will be granted vacation on a percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. Such employee may, on request, also receive sufficient leave of absence to complete any partial week of vacation.
- 14.03 Annual vacation shall be earned at the rate of:
  - (a) fifteen (15) working days per year commencing in the 1<sup>st</sup> year of employment;
  - (b) twenty (20) working days per year commencing in the 5<sup>th</sup> year of employment;

- (c) twenty-five (25) working days per year commencing in the 10<sup>th</sup> year of employment;
- (d) thirty (30) working days per year commencing in the 21<sup>st</sup> year of employment;
- (e) one (1) additional week's vacation will be granted to an employee only in the calendar year of their twentieth (20<sup>th</sup>) anniversary of employment.

14.04 In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5<sup>th</sup>) (i.e. 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, 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 of April 1, 2008 to March 31, 2009 will be entitled to receive this benefit in the 2009 calendar year.

14.05 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.

14.06 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:

- (a) fifteen (15) days per year - six percent (6%) of basic pay;
- (b) twenty (20) days per year - eight percent (8%) of basic pay;
- (c) twenty-five (25) days per year - ten percent (10%) of basic pay;
- (d) thirty (30) days per year - twelve percent (12%) of basic pay.

14.07 The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cutoff date as per 14.01. Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.

An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

- 14.08 The Employer will post an approved vacation schedule within fifty-one (51) calendar days of the projected vacation entitlement list having been posted. The Employer will give due consideration to employee preference and individual circumstances, including seniority, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.
- 14.09 An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 14.10 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- 14.11 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 14.12 In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.
- 14.13 Where an employee is subpoenaed for jury duty or is in receipt of WCB benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date.

**ARTICLE 15 - GENERAL HOLIDAYS**

- 15.01 The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

**New Year's Day (January 1<sup>st</sup>)  
 Louis Riel Day  
 Good Friday  
 Easter Monday  
 Victoria Day  
 Canada Day July 1 (except in facilities that are only open Monday - Friday, then an alternate day off)**

**August Civic Holiday  
 Labour Day  
 Thanksgiving Day  
 Remembrance Day  
 Christmas Day (December 25<sup>th</sup>)  
 Boxing Day**

**Float Holiday (1)**

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

Upon completion of one (1) year's employment, an employee shall be eligible for an annual float holiday which may be taken at a mutually agreeable time between the employee and the Employer;

- 15.02 An employee required to work on a general holiday will be paid at the rate of time and one-half (1½) her basic rate of pay.
- 15.03 An employee required to work on a general holiday will be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.
- 15.04 If a general holiday falls on the regular day off of an employee or during her annual vacation, she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.
- 15.05 If a general holiday falls on a day on which an employee is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, she shall be paid from income protection credits for that day at her basic rate of pay.

#### **ARTICLE 16 - LEAVES OF ABSENCE**

- 16.01 Except in an emergency, an employee will be required to submit a written request for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. The employee shall give four (4) weeks' notice whenever possible.
- 16.02 (a) An employee who is granted a leave of absence for ten (10) weeks or less will be returned to her former position upon her return at her same salary level.
- (b) An employee who is granted a leave of absence between ten (10) and twenty-six (26) weeks will be returned to her former classification at her same salary level.

- (c) An employee who is granted a leave of absence for a period of over twenty-six (26) weeks, and unless the Employer makes a specific commitment as to the conditions under which an employee who is granted such leave of absence will be employed on her return, is assured only of preferential consideration as to placement in a vacancy most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence, or the maximum for the classification of the position returned to, whichever is lesser. If the position returned to is a higher classification than the one she left, she would be put at the first step of the salary range for that classification.

16.03 As prescribed in 16.02 (c), an employee not reinstated in her former classification on return from leave of absence will receive preferential consideration for promotion to the first suitable and available vacancy at the level of her former position.

Parenting Leave

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

NOTE: The following article is subject to Employment Insurance (EI) approval and shall be applicable to employees applying for Maternity Leave after the date of approval.

16.04 Maternity Leave

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

The Employer may require 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"

In order to qualify for Plan "A", a pregnant employee must:

- (a) have completed six (6) continuous months of employment with the Employer;
- (b) submit to the Employer an application in writing for leave under Plan "A" at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; 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 her delivery.
- (02) An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 01 (c), or
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 01 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
  - (c) The Employer shall vary the length of Maternity Leave upon proper certification by the attending physician or recommendation by the Department Head.
- (03) (a) An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period. These ten (10) days shall be prorated for part-time employees based on their equivalent to full-time status.
- (b) Should the employee not return to work following her Maternity Leave for a period of employment sufficient to allow reaccumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

Plan "B"

- (01) In order to qualify for Plan "B", a pregnant employee must:
- (a) have completed six (6) continuous months of employment with the Employer;
  - (b) submit to the Employer an application in writing for leave under Plan "B" at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;

- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
  - (d) provide the Employer with proof that she has applied for Employment Insurance (EI) benefits and that the EI agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.
- (02) 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 the 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.
- (03) An employee who qualifies is entitled to a Maternity Leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 01 (c), or
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 01 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
  - (c) the Employer shall vary the length of Maternity Leave upon proper certification by the attending physician or recommendation by the Department Head.

- (04) During the period of Maternity Leave, an employee who qualifies is entitled to a Maternity Leave allowance with the SUB Plan as follows:
- (a) for the first two (2) weeks an employee shall receive 93% of her weekly rate of pay;
  - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and 93% of her weekly rate of pay;
  - (c) it is understood that the amount of the payment made by the Employer under (a) and (b) above shall not, when combined with the EI benefit, and any other earnings received by the employee, exceed 93% of the employee's normal weekly earnings;
  - (d) all other times as may be provided under .03 shall be on a leave without pay basis.
- (05) Plan "B" does not apply to temporary or part-time employees or employees who normally are subject to seasonal lay off.
- (06) 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.
- (07) Sections 36(1) through 36(11) inclusive of the *Employment Standards Act* respecting Maternity Leave shall apply "mutatis mutandis".

## 16.05

Parental Leave

- (a) In order to qualify for Parental Leave, an employee must:
  - (i) be the natural mother of a child; or
  - (ii) be the natural father of a child or must assume actual care and custody of his newborn child; or
  - (iii) adopt a child under the law of a province.
- (b) An employee who qualifies under 16.05 (a) must:
  - (i) have completed six (6) continuous months of employment; and

- (ii) Except in the case of Adoption Leave, in accordance with ~~16.04-05~~ **(b) (iii)**, submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (iii) In the case of Adoption Leave in accordance with (a) (iii), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.

- 16.06 An employee who qualifies in accordance with **16.05** (a) and (b) is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks inclusive of vacation as specified below. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave (inclusive of vacation as specified below) exceeding fifty-four (54) consecutive weeks.
- 16.07 Where Parental Leave extends beyond seventeen (17) weeks, the employee will be first required to utilize all current annual vacation. For the purpose of this clause, "current annual vacation" means all vacation earned up to the end of the vacation year immediately preceding the vacation year in which Parenting Leave commences.
- 16.08 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.
- 16.09 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.

#### Paternity Leave

A male employee shall be entitled to three (3) consecutive days' paid leave of absence within seven (7) days of the birth or adoption of his child.

#### 16.10 Bereavement Leave

The intent of this clause is to minimize the loss of regular wages at a time of bereavement. Therefore, holiday, vacation, leave of absence, time off for illness or regularly scheduled days off shall be considered to reduce in part or in whole the amount of time taken as bereavement leave.

An employee shall be granted up to five (5) working days' bereavement leave without loss of pay or benefits in the event of the death of a parent, spouse, child, sibling, common-law spouse, child of a common-in-law spouse, or fiancée.

An employee shall be granted up to three (3) working days' bereavement leave without loss of pay or benefits in the event of the death of another immediate relative including in-laws, grandparents, grandchildren, aunts, uncles, parents of common-law spouse.

16.11 One (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer or mourner.

16.12 Jury and Witness Duty

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

16.13 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/Employee benefit programs.

16.14 Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

16.15 Upon at least two (2) weeks (or more if reasonably possible) prior written request to the Employer, an employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence without pay, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same "bargaining unit" for this purpose. For any leave of more than three (3) days, the Employer will continue to pay the employee, subject to total recovery of payroll and related costs by the Employer from the Union.

16.16 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.

16.17 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.

16.18 An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

16.19 When an employee takes a course outside of working hours, and the Employer has indicated in writing to the employee beforehand that the course is relevant to her position responsibilities, the Employer will reimburse the employee on the following bases:

- (a) 100% of the tuition fee for courses costing up to \$175.00;
- (b) 100% of the first \$175.00 and 50% of the amount above \$175.00 up to a maximum of \$250.00 in total.

The Employer shall provide the employee with 50% of the reimbursement upon course registration with the remaining 50% of the reimbursement upon successful course completion.

16.20 Compassionate Care Leave

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, 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 (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
  - (i) a spouse or common-law partner of the employee;
  - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) a parent of the employee or a spouse or common-law partner of the parent;
  - (iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 11.03 (c) and 11.05 (d) (unpaid leaves).
- (h) Subject to the provision of 11.03 (b), an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 16.10 and 16.11.

**ARTICLE 17 - HOURS OF WORK**

- 17.01 Regular hours of work for all full-time employees will be:
- (a) seven and one-half (7½) hours per day excluding meal periods and including rest periods; and
  - (b) seventy-five (75) hours biweekly.
- 17.02 The meal period will be scheduled by the Employer and will not be less than one-half (½) hour or more than forty-five (45) minutes in duration.
- 17.03 A rest period of fifteen (15) minutes will be allowed by the Employer during each continuous three (3) hour period of work.
- 17.04 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 18 - OVERTIME**

- 18.01 Overtime shall be time worked in excess of the daily and biweekly hours of work as specified in Article 17, such time to have been authorized in such manner and by such person as may be authorized by the Employer.
- 18.02
- (a) Employees shall receive one and one-half (1½) times their basic rate of pay for the first three (3) hours of authorized overtime in any one (1) day.
  - (b) Employees shall receive two (2) times their basic rate of pay for authorized overtime beyond the first three (3) hours in any one (1) day.
  - (c) Overtime worked on any scheduled day off shall be paid at the rate of two (2) times the employee's basic salary.
  - (d) All overtime worked on a General Holiday shall be paid at two and one-half (2½) times the employee's basic rate of pay.
- 18.03 By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates.
- 18.04 An employee who is absent on paid time off during her scheduled workweek shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.

- 18.05 Overtime and standby shall be divided as equally as reasonably possible among employees who are qualified to perform the available work. No employee shall be required to work overtime against her wishes when other qualified employees within the same classification are available and willing to perform the required work.
- 18.06 A full-time employee required to report back to work outside her regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of her next scheduled shift, she will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.
- 18.07 An employee required to work overtime for a period in excess of two (2) hours immediately following her hours of work shall be supplied with a hot meal and if this is not possible, a payment of four dollars (\$4.00) will be made in lieu.
- 18.08 An employee shall not be required to lay off during regular hours to equalize any overtime worked.

#### **ARTICLE 19 - SALARIES AND INCREMENTS**

- 19.01 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.
- 19.02 Employees shall be paid every two (2) weeks.
- 19.03 Salary increments for employees who have their increments due on their anniversary date, will be effective on the first day of the pay period on which their anniversary falls if the anniversary falls in the first week of the pay period. If their anniversary falls during the second week of a pay period, the increment would be effective on the first day of the pay period next following. When an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.
- 19.04 Temporary Assignment of Duty
- In the event that an employee is assigned temporarily to a higher paid position within the scope of this Agreement, she shall be paid a premium of the higher of sixty-five cents (65¢) per hour or the minimum rate for the higher classification from the first day of assuming such position, with the proviso that at no time will the hourly rate exceed the hourly rate of the position to which she is assigned.

**ARTICLE 20 - PRE-RETIREMENT LEAVE**

- 20.01 (a) Full-time employees retiring in accordance with the provisions of the Agency's group pension plan, whether or not enrolled in the pension plan, shall be granted paid Pre-retirement Leave on the basis of four (4) days per year of employment (seniority).
- (b) Calculation of Pre-retirement Leave entitlement shall begin from the date of the employee's last commencing employment at the Agency and shall be based on the employee's total seniority on the date of retirement.
- (c) Part-time employees retiring in accordance with the provisions of the Agency's group pension plan, whether or not enrolled in the pension plan, shall be granted paid Pre-retirement Leave as specified above on a pro rata basis. Calculation will be based on the following formula:
- $$\frac{\text{Average annual hours actually worked from last day of employment}}{\text{Annual full-time hours}} \times \text{Entitlement of a full-time employee}$$
- (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.

**ARTICLE 21 - LAY OFF AND RECALL**

- 21.01 In the event of a lay off, employees shall receive notice or pay in lieu of such notice as follows:
- (a) two (2) weeks' notice for lay off up to eight (8) weeks;
- (b) four (4) weeks' notice for lay off of more than eight (8) weeks. Upon receiving a lay off notice as indicated in this clause, the employee will be allowed the necessary time off with pay to seek other employment.
- 21.02 When reducing staff, senior employees shall be retained, providing their qualifications and ability are sufficient to perform the required duties.
- An employee who exercises her seniority rights shall be entitled to a three (3) month familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, she shall be placed directly onto lay off status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.

- 21.03 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess qualifications and ability sufficient to perform the required duties.
- 21.04 The employees laid off in accordance with Article 21.01 shall be recalled to work in order of seniority in positions for which they possess qualifications and ability sufficient to perform the required duties.
- 21.05 To be eligible for recall, employees must file their name and current address with the Employer at the time of lay off and each six (6) months thereafter.
- 21.06 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.
- 21.07 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 21.06, and
  - (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.
- 21.08 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that she declines employment in a lower classification than she held prior to lay off, shall not terminate for failure to report for duty in that instance.
- 21.09 Reduction of Hours
- (a) In the event that an employee has her hours of work reduced, the employee shall be given four (4) weeks' notice or four (4) weeks' pay in lieu thereof and a copy of such notice shall be forwarded to the Union.
  - (b) Employees whose hours of work have been reduced shall be entitled to exercise their seniority within the same classification, provided they qualify under Article 11.02. Where it is not possible, employees shall be entitled to exercise their seniority to bump into any classification within the scope of this Agreement with the same or lower salary range provided also they qualify under Article 11.02.
  - (c) No new employee shall be hired until those employees who have had their hours of work reduced be given the opportunity to regain the hours lost in order of their seniority.

**ARTICLE 22 - TERMINATIONS**

- 22.01 An employee may terminate her employment with the Agency by giving two (2) weeks' written notice, exclusive of vacation.
- 22.02 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee; or
  - (b) during the probationary period of a new employee without recourse to the grievance procedure; or
  - (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 22.03 The Employer may give equivalent basic pay in lieu of notice or deduct from an employee's termination pay an amount equal to her basic pay for the period which she gives inadequate notice of termination.
- 22.04 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

**ARTICLE 23 - DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES**

- 23.01 An employee may be discharged or suspended for just cause only upon the authority of the Chief Administrative Officer or designate. Such employee shall be advised promptly in writing of the reason for her dismissal or suspension, with a copy being sent to the Union Representative.
- 23.02 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 if she so desires.
- 23.03 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 and the reasons either by registered mail or personal service.

- 23.04 Upon written request, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the 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 any document forming part of her file at her own expense.
- 23.05 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 personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 23.06 There shall be one (1) personnel file maintained by the Employer for each employee.
- 23.07 The Employer agrees to remove any disciplinary notices from an employee's personnel file after a period of twenty-four (24) months has elapsed from the date of incident.

#### **ARTICLE 24 - COMMITTEES**

- 24.01 The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Agency.
- 24.02 The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed four (4) members. The local Union committee may at any time have a representative from the Canadian Union of Public Employees.
- 24.03 The Committee shall meet as and when required upon five (5) working days' written notice being given by either party.
- 24.04 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

24.05 A Safety Committee shall be established to examine all aspects of safety and health measures within the Agency. Local Union representation on the Committee shall not exceed one (1) member.

**ARTICLE 25 - TECHNOLOGICAL CHANGE**

25.01 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.

25.02 Transfer Arrangements

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

25.03 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 26 - CHANGES IN CLASSIFICATION**

- 26.01 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.
- 26.02 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Appendix "A" of this Agreement.
- 26.03 If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 26.04 Failing agreement, the matter may be referred to arbitration in accordance with Article 10.
- 26.05 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.
- 26.06 At any time after an employee has been in a classification for three (3) months, she shall have the right to request a review of her classification, if she feels that the duties of the job have substantially changed from those of the classification job description.
- 26.07 The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.
- 26.08 If the decision given in 26.07 is not satisfactory to the employee, she may then treat this request for change in classification as a grievance as laid out in Article 10 9.
- 26.09 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.
- 26.10 The Employer shall provide the Union with a current set of job descriptions for all bargaining unit positions within ninety (90) days of ratification of this Agreement.

**ARTICLE 27 - SPECIAL PROVISIONS RE PART-TIME EMPLOYEES**

27.01 Income Protection in Case of Illness

Part-time employees shall accumulate income protection credits on a pro rata basis, in accordance with this formula.

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

27.02 Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

27.03 Annual Vacations

Part-time employees shall earn vacation pay on a pro rata basis in accordance with this formula:

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

Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

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

27.05 General Holidays

Part-time employees will be paid four point six three percent (4.63%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular paycheque.

27.06 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or biweekly hours of work as specified in Article 17.

27.07 Increments

Salary increments for part-time employees will be granted after the completion of the appropriate yearly hours of work at the Agency until the maximum of the appropriate salary schedule is attained.

27.08 Bereavement Leave

The intent of this clause is to minimize the loss of regular wages at a time of bereavement. Therefore, holiday, vacation, leave of absence, time off for illness or regularly scheduled days off shall be considered to reduce in part or in whole the amount of time taken as Bereavement Leave.

A part-time employee shall be granted up to five (5) working days' Bereavement Leave without loss of pay or benefits in the event of the death of a parent, spouse, child, sibling, common-law spouse, child of a common-in-law spouse, or fiancée.

A part-time employee shall be granted up to three (3) working days' Bereavement Leave without loss of pay or benefits in the event of the death of another immediate relative including in-laws, grandparents, grandchildren, aunts, uncles, parents of common-law spouse.

27.09 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.

27.10 Float Holiday

A part-time employee shall be eligible for one (1) float holiday per year on a pro rata basis.

**ARTICLE 28 - LONG TERM DISABILITY PLAN**

The Employer shall continue to participate in the Jointly Trusteed Long Term disability Plan on a 50-50 cost shared basis at a rate of one percent (1%) for each party.

The Employer will continue to fund its share of costs on an administrative services basis. In addition, the Employer will continue to provide a net reserve to cover future benefits for employees on the Disability Plan.

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, the employee will commence drawing disability benefits. It is understood that the elimination period of the Long Term Disability Plan is one hundred and nineteen (119) calendar days.

An employee may claim income protection benefits for a period of time not to exceed this elimination period providing they have sufficient income protection credits.

Employee's one percent (1%) LTD premium ceased March 31, 2004.

Effective April 1, 2004 the Employer will contribute to a maximum of two percent (2%) of base salary to fund the Provincial Long Term Disability Plan.

**ARTICLE 29 - EMPLOYEE BENEFITS**

29.01 The parties agree to participate in the Health Care Employees Pension Plan - Manitoba (HEPP) in accordance with its terms and conditions including established contribution rates as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.

Employer and employee pension plan contribution rates to increase as follows:

July 1, 2005: 1.4% increase (resulting in the new rates of 6.4% up to YMPE and 8.0% for earnings in excess of YMPE).

July 1, 2006: 0.2% increase (resulting in the new rates of 6.6% up to YMPE and 8.2% for earnings in excess of YMPE).

July 1, 2007: 0.2% increase (resulting in the new rates of 6.8% up to YMPE and 8.4% for earnings in excess of YMPE).

29.02 **Group Health Plan**

The parties agree that the HEBP sponsored Group Health and Vision Plan shall be provided with 100% of the premiums being paid by the Employer.

The parties further agree that benefit maxima for each of the plans shall be increased. The Union reserves the right to table specific proposals on this matter.

29.03 **Group Dental Plan**

**The parties agree that the HEBP sponsored Group Dental Plan shall be provided with fifty percent (50%) of the premiums being paid by the Employer, fifty percent (50%) by the employee.**


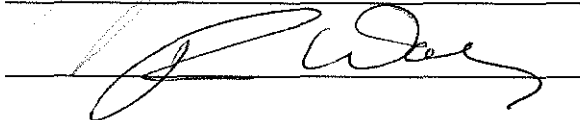
29.04 Employer pays its share of premiums on all pension and benefits on Leaves of Absence (LOA).

**ARTICLE 30 - EXTENDED HEALTH CARE PLAN/HEALTH SPENDING ACCOUNT**

30.01 The Employer and the Union agree to participate in and implement benefit program changes and enhancements which are agreed to at LRS-CUPE Central Table and approved by HEPP/HBP.


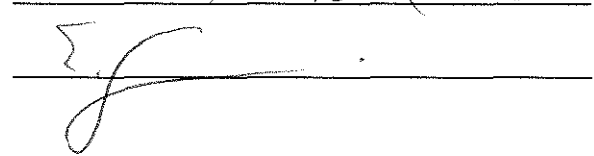
Dated this 29<sup>th</sup> day of January, 2016.

**FOR:  
COMMUNITY THERAPY SERVICES INC.**

EC/ps/cope491  
January 11, 2016

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3425**

**SCHEDULE "A" - HOURLY WAGES  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3425**

<i>Position</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
<b>Accounting Clerk I</b>					
April 1/11 - 2.9%	15.273	15.834	16.493	17.420	17.896
April 1/14 - 2.5%	15.655	16.230	16.905	17.855	18.344
April 1/15 - 2.5%	16.047	16.636	17.328	18.302	18.802
April 1/16 - 2.0%	16.368	16.969	17.674	18.668	19.178
<b>Accounting Clerk II</b>					
April 1/11 - 2.9%	16.788	17.412	17.973	18.630	19.220
April 1/14 - 2.5%	17.208	17.847	18.422	19.096	19.700
April 1/15 - 2.5%	17.638	18.293	18.882	19.573	20.193
April 1/16 - 2.0%	17.991	18.659	19.260	19.965	20.597
<b>Administrative Clerk I</b>					
April 1/11 - 2.9%	14.883	15.077	15.717	16.623	17.092
April 1/14 - 2.5%	15.256	15.454	16.110	17.039	17.519
April 1/15 - 2.5%	15.637	15.840	16.513	17.465	17.957
April 1/16 - 2.0%	15.950	16.157	16.843	17.814	18.316
<b>Administrative Clerk II</b>					
April 1/11 - 2.9%	15.403	16.061	16.703	17.554	17.950
April 1/14 - 2.5%	15.788	16.462	17.120	17.993	18.399
April 1/15 - 2.5%	16.183	16.874	17.548	18.442	18.859
April 1/16 - 2.0%	16.507	17.211	17.899	18.811	19.236
<b>Administrative Clerk III</b>					
April 1/11 - 2.9%	16.727	17.385	17.996	18.875	19.276
April 1/14 - 2.5%	17.146	17.820	18.446	19.347	19.758
April 1/15 - 2.5%	17.574	18.265	18.907	19.830	20.252
April 1/16 - 2.0%	17.926	18.630	19.285	20.227	20.657

*All wage increases to be retroactive to April 1, 2012.*

**MARKET ADJUSTMENTS**

The following adjustments will be applied on a Present Incumbent Only (PIO) basis:

<i>Classification</i>	<i>Hourly wage starting Sept. 1, 2015</i>
<b>Administrative Clerk II</b>	<b>\$19.062</b>
<i>new</i> <b>Administrative &amp; Accounting Clerk</b>	<b>\$18.693</b>
<b>Administrative Clerk III</b>	<b>\$20.818</b>

**GENERAL ECONOMIC INCREASE**

<b>April 1, 2011</b>	<b>2.9% (already paid as of date of signing)</b>
<b>April 1, 2012</b>	<b>0%</b>
<b>April 1, 2013</b>	<b>0%</b>
<b>April 1, 2014</b>	<b>2.5% (already paid of date of signing)</b>
<b>April 1, 2015</b>	<b>2.50 % (already paid as of date of signing)</b>
<b>April 1 2016</b>	<b>2.00%</b>

**NOTE: On a Present Incumbent Only (PIO) basis, wages as of September 1, 2015 will be either the market adjusted rate OR the rate with all retroactive general economic increases up to and including April 1, 2015, whichever amount is higher. All PIO employees shall also receive any increases subsequent to September 1, 2015.**

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3425**

**- AND -**

**COMMUNITY THERAPY SERVICES INC.**

**RE: EXTENDED HEALTH CARE PLAN/HEALTH SPENDING ACCOUNT**

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1. Current: Through HEBP:
  - "Basic" and "Enhanced" - Extended Health Care Plan - totally employee paid.
  - Health Spending Account - none.
  
2. New: Through HEBP:
  - April 1, 2009 - "Extended Health Care Plan" - "Enhanced" Plan - 50/50 - employee/Employer paid.
  - April 1, 2010 - New - "Health Spending Account" - HSA = \$250 Yr FT / \$125 Yr PT - Employer paid.
  - April 1, 2011 - New - "Health Spending Account" - HSA = \$500 Yr FT / \$250 Yr PT - Employer paid.
  
3. Applicable to
  - New benefits (set out in section 2 above) will apply to Employees the following: (1) facility support, (2) nurses, (3) professional and technical, and (4) trades.
  - All facility support sector unions will recommend the "new" benefit package - section 2 above to the MCHCU (Manitoba Council of Health Care Unions).
  
4. "Extended Health Care Plan"
  - April 1, 2009 - "Extended Health Care Plan" - "Enhanced" Plan - 50/50 - employee/Employer Paid:
  - January 1, 2009 to March 31, 2009 - 3 Month enrolment period to allow employees currently participating in the "Basic" Plan to either opt into the "Enhanced" Plan or to opt out of plan coverage.

- Employees not previously in plan may revisit status and either opt into ("Enhanced") Plan or remain out.
- Any other enrollment changes will be as per the HEBP Plan text.
- Employees previously in the "Enhanced" Plan must remain in the "Enhanced" Plan.
- March 31, 2009 - "Extended Health Care Plan" - "Basic" Plan - and "Basic" coverage will end.
- April 1, 2009 - "Extended Health Care Plan" - "Enhanced" Plan - 50/50 - employee/Employer paid - will commence and apply to all enrolled in same.
- April 1, 2009 - All new employees hired on or after April 1, 2009 will be required to participate in "Enhanced" Plan.

#### "Health Spending Account" - HSA

A Health Spending Account will be implemented commencing April 1, 2010 as follows:

- April 1, 2010 - "HSA" = \$250 Yr Full-Time / \$125 Yr Part-Time - Employer Paid.
- April 1, 2011 - "HSA" = \$500 Yr Full-Time / \$250 Yr Part-Time - Employer Paid.
- HSA Eligibility - In order to be eligible for HSA coverage, employee must be enrolled in the "Extended Health Care Plan" - "Enhanced" Plan.
- Full-time (FT) HSA coverage will apply to employees who are paid 1,800 hours or more per calendar year at straight time rates of pay.
- Part-time (PT) HSA coverage will apply to employees who are paid less than 1,800 hours per calendar year at straight time rates of pay.
- Year will be defined as the period January 1<sup>st</sup> to December 31<sup>st</sup>.
- In the subsequent year, HSA coverage (FT or PT) will be based on the employee's regular paid hours (excluding overtime) in the previous year.
- HSA Coverage / New Employees / Hired on or after April 1, 2010 (commencement date of HSA) - All new employees hired on or after April 1, 2010 will commence HSA coverage following one (1) year of participation in the "Enhanced" Extended Health Care Plan.

- A "Health Spending Account" (HAS) - is an employee benefit whereby an "account" made up of a fixed sum of money per employee/year is set up from which the employee may draw.
  1. To subsidize the benefit levels as set out in the Extended Health Benefit Plan and the HEBP Dental Plan.
  2. Note - HSA monies are not "rolled over" from year-to-year.

5. "Joint Implementation Committee"

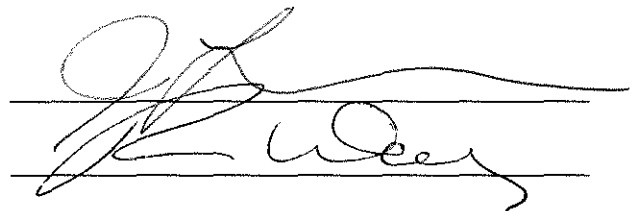
- A "Joint Implementation Committee" (Employer five [5] members and MCHCU five [5] members) will be struck to oversee the implementation of the new benefits set out on page 2, section 2 herein.
- The "Committee" will be put into place by January 1, 2009 and will remain in place until April 1, 2009 or longer period as may be mutually agreed between the parties.
- The purpose of the "Committee" will be to advise and assist in the implementation of the new benefits.

6. Update

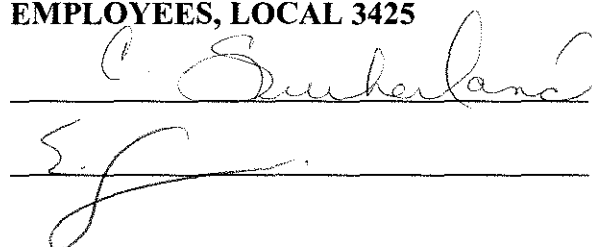
**Effective April 1, 2011, premiums for the above-listed benefits shall be paid in accordance with Articles 29.02, 29.03 and 29.04 of the Collective Agreement.**

Dated this 29<sup>th</sup> day of JANUARY, 2016.

**FOR:  
COMMUNITY THERAPY SERVICES INC.**



**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3425**



**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3425**

**- AND -**

**COMMUNITY THERAPY SERVICES INC.**

**RE: REASONABLE ACCOMMODATION/RETURN TO WORK**

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

The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity 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.

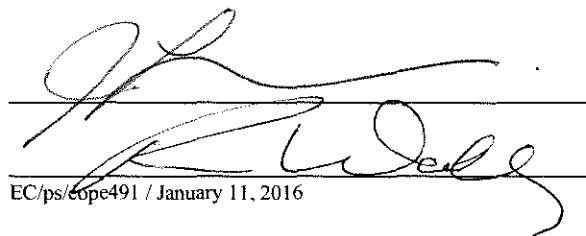
When an accommodation is being implemented, the Employer and the Union agree to provide an orientation to affected employees concerning the principles of reasonable accommodation and the nature of the accommodation being implemented.

In the event that accommodation results in the employee being moved to a higher classification position, her new salary shall be determined in accordance with Schedule 9.

In the event that accommodation results in the employee being moved to a lower classified position, her salary shall not be reduced.

Dated this 29<sup>th</sup> day of JANUARY, 2016.

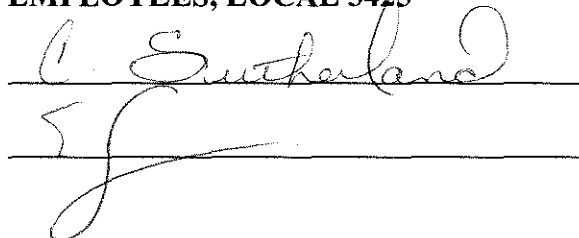
**FOR:  
COMMUNITY THERAPY SERVICES INC.**



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EC/ps/cope491 / January 11, 2016

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3425**



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