

COLLECTIVE AGREEMENT

BETWEEN

CUPE

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1550**

AND

CANCERCARE MANITOBA

TERM OF AGREEMENT:

April 1, 2008 to March 31, 2012

**CANADIAN UNION OF PUBLIC EMPLOYEES
FACILITY AND SITE SUMMARY**

SITE NAME

LOCAL #

ASSINIBOINE REGIONAL HEALTH AUTHORITY

4593

Baldur Health District (includes Hospital and PCH)
 Birtle Health Services District (includes Hospital and PCH)
 Boissevain Health Centre (includes Hospital and PCH), Westview Lodge
 Carberry Plains District Health Centre (includes Hospital and PCH & Clinic)
 Davidson Memorial Health Centre (Cartwright)
 Deloraine Health Centre (includes Hospital, PCH, Medical Clinic and Bren-Del-Win Lodge)
 Elkwood Manor PCH
 Erickson Health Centre (includes Hospital and PCH)
 Glenboro Health District (includes Hospital and PCH)
 Hamiota District Health Centre (includes Hospital and PCH & Clinic)
 Hartney Medical Nursing Unit
 Melita District Health Centre (includes Hospital, PCH and Medical Clinic)
 Minnedosa District Hospital and Minnedosa PCH
 Neepawa District Memorial Hospital and East View Lodge PCH
 Reston District Health Centre (includes Hospital and PCH)
 Riverdale Health Services District (includes Hospital and PCH)
 Rossburn Health Centre (includes Hospital and PCH)
 Russell Health Centre (includes Russell District Hospital and Russell PCH)
 Sandy Lake Medical Nursing Home
 Shoal Lake/Strathclair Health Centre & Medical Clinic and Morley House PCH
 Souris District Health Centre (includes Hospital and PCH)
 Tiger Hills Health District (includes Hospital and PCH – **Treherne**)
 Tri-Lake Health Centre (includes Hospital and PCH – Killarney)
 Virden District Hospital, West-Man Nursing Home and The Sherwood Home
 Wawanesa & District Memorial Health Centre (includes Hospital and PCH)

BRANDON REGIONAL HEALTH AUTHORITY

4242

Brandon Regional Health Centre & Westman Central Laundry
 Fairview Home
 Rideau Park PCH and Psychiatric Geriatric Assessment Unit and Centre for Adult Psychiatry
 and Child & Adolescent Treatment Centre

<u>SITE NAME</u>	<u>LOCAL #</u>
<u>CENTRAL MANITOBA INC. – REGIONAL HEALTH AUTHORITY</u>	4270
Altona Community Memorial Health Centre (includes Hospital & PCH)	
Boundary Trails Health Centre	
Carman Memorial Hospital and Boyne Valley Lodge	
Douglas Campbell Lodge	
Lions Prairie Manor	
Lorne Memorial Hospital	
MacGregor & District Health Centre (includes Hospital and PCH)	
Notre Dame Hospital, Foyer Notre Dame and Medical Clinic	
Pembina Manitou Health Centre	
Portage District General Hospital	
Red River Valley Health District (includes Morris General Hospital, Red River Valley Lodge, Emerson Hospital/PCH & Medical Clinic)	
Seven Regions Health Centre (includes Hospital and Third Crossing Manor)	
St. Claude Hospital, PCH & Medical Clinic	
 <u>INTERLAKE REGIONAL HEALTH AUTHORITY</u>	 4214
Arborg & Districts Health Centre (includes Hospital and PCH)	
E.M. Crowe Health Centre (includes Hospital and PCH)	
Fisher Personal Care Home	
Gimli Community Health Centre	
Lakeshore District Health Centre (includes Hospital and PCH)	
Lundar Personal Care Home	
Selkirk & District General Hospital	
Stonewall & District Health Centre (includes Hospital and Rosewood Lodge PCH)	
Teulon Hunter Memorial Health Centre (includes Hospital and PCH)	
 <u>EMPLOYERS WITHIN THE WINNIPEG REGIONAL HEALTH AUTHORITY (WRHA)</u>	
Bethania Personal Care Home	1629
Concordia Hospital	1973
Golden West Centennial Lodge	3242
Luther Home	1859
Pembina Place Mennonite Personal Care Home	2874
Rehabilitation Centre for Children	2836-01
Riverview Health Centre	500
Seven Oaks General Hospital	2509
St. Joseph's Residence Inc.	4572
The Middlechurch Home of Winnipeg Inc.	3644
Winnipeg Regional Health Authority (WRHA)	500
WRHA – Grace Hospital Site	1599
WRHA – Health Sciences Centre Site	1550
WRHA – Nutrition and Food Services – Regional Distribution Facility	4641

SITE NAME**LOCAL #****EMPLOYERS OUTSIDE ANY AUTHORITY**

CancerCare Manitoba

1550

EMPLOYERS UNDER A SERVICE AGREEMENT

Betel Home Foundation (non-devolved facility within Interlake RHA)

1912

Dinsdale Personal Care Home (non-devolved facility within Brandon RHA)

3050

McCreary Alonsa Health Centre (non-devolved facility within Parkland RHA)

2283

Menno Home for the Aged (non-devolved facility within South Eastman RHA)

2619

Rock Lake Health District (non-devolved facility within Central RHA – includes Rock
Lake Hospital, Prairie View Lodge, and Medical Clinic)

3117

St. Paul's Home (non-devolved facility within Parkland RHA)**3028**

Tabor Home Inc. (non-devolved facility within Central Manitoba RHA)

4270

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1: SCOPE OF RECOGNITION.....	1
ARTICLE 2: DURATION.....	1
ARTICLE 3: MANAGEMENT RIGHTS	2
ARTICLE 4: UNION DUES – SECURITY	4
ARTICLE 5: UNION REPRESENTATION.....	4
ARTICLE 6: RESPECTFUL WORKPLACE	5
ARTICLE 7: DEFINITIONS.....	6
ARTICLE 8: BULLETIN BOARDS.....	8
ARTICLE 9: JOB EVALUATION	8
ARTICLE 10: EMPLOYEE BENEFITS.....	9
ARTICLE 11: GRIEVANCE PROCEDURE.....	12
ARTICLE 12: ARBITRATION PROCEDURE.....	14
ARTICLE 13: SENIORITY	15
ARTICLE 14: INCOME PROTECTION	17
ARTICLE 15: VACANCIES, PROMOTIONS, AND TRANSFERS	22
ARTICLE 16: ANNUAL VACATION.....	23
ARTICLE 17: GENERAL HOLIDAYS	26
ARTICLE 18: LEAVE OF ABSENCE	27
ARTICLE 19: HOURS OF WORK.....	35
ARTICLE 20: OVERTIME.....	37
ARTICLE 21: SHIFT AND WEEKEND PREMIUM	38
ARTICLE 22: SALARIES AND INCREMENTS	39
ARTICLE 23: RETIREMENT BONUS.....	40
ARTICLE 24: LAYOFF AND RECALL.....	41
ARTICLE 25: TRANSPORTATION ALLOWANCE	44
ARTICLE 26: TERMINATIONS.....	44
ARTICLE 27: DISCIPLINE AND ACCESS TO PERSONNEL FILES	45
ARTICLE 28: COMMITTEES.....	45
ARTICLE 29: TECHNOLOGICAL CHANGE	47
ARTICLE 30: CHANGES IN CLASSIFICATION	48
ARTICLE 31: UNIFORM/CLOTHING ALLOWANCE	49
ARTICLE 32: SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES.....	50
ARTICLE 33: SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES OCCUPYING MORE THAN ONE POSITION	53
ARTICLE 34: SPECIAL PROVISIONS RE: CASUAL EMPLOYEES	55
ARTICLE 35: INSURANCE COVERAGE.....	56

ARTICLE 36: OVERPAYMENTS	56
WAGE INCREASES	57
LETTERS OF UNDERSTANDING:	58
RE: LOCAL ISSUES	58
RE: STAFFING REVIEW	59
RE: WAGE STANDARDIZATION FUND	61
RE: IMPACT OF HOURS OF WORK REDUCTION ON PENSION PLAN	66
RE: AMNESTY FROM PROVINCIAL WAGE/HOURS OF WORK REDUCTION LEGISLATION	67
RE: REASONABLE ACCOMMODATION/RETURN TO WORK	68
RE: 9.69 (“10”) HOUR SHIFT SCHEDULE	70
RE: 11.625 (“12”) HOUR SHIFT SCHEDULE	73
RE: MODIFIED SHIFTS OF LESS THAN REGULAR HOURS OF WORK	76
RE: REDEPLOYMENT PRINCIPLES	77
RE: EXPANDED STAFF MOBILITY	83
RE: REPRESENTATIONAL ABORIGINAL WORK FORCE	84
RE: MAINTENANCE OF WAGE STANDARDIZATION	86
RE: UTILIZATION OF EMPLOYEE PORTION OF EMPLOYMENT INSURANCE (EI) REBATE, TRAINING AND EDUCATION FUND	87
RE: ARTICLE 36 – OVERPAYMENTS	88
RE: PROVINCIAL FACILITY SUPPORT SECTOR ADVISORY COMMITTEE	89
RE: PENSION OR BENEFIT PLAN IMPROVEMENTS	91
RE: LOCAL ISSUES FOR LOCAL 1550	92
SCHEDULE “A” – EFFECTIVE APRIL 1, 2008	94
SCHEDULE “A” – EFFECTIVE APRIL 1, 2009	98
SCHEDULE “A” – EFFECTIVE APRIL 1, 2010	102
SCHEDULE “A” – EFFECTIVE APRIL 1, 2011	106

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 patients/residents/trainees of the facility,

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

101 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 certificate **MLB-6755**, or as may be granted voluntary recognition by the Employer and identified in Schedule "A".

102 **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.

103 The term "Employer" and/or "Facility" shall mean CancerCare Manitoba (CCMB).

104 The term "Union" shall mean the Canadian Union of Public Employees, Local 1550 (CUPE).

ARTICLE 2: DURATION

201 A) This Agreement shall be in full force and effect from the first day of **April 2008** until March 31, **2012**, and supersedes the Collective Agreement between the parties which was in effect on **July 1, 2004**.

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 one (1) week's (7 days) written notice as to the intended time and date of strike action.
- D) The Employer agrees to give the Union at least one (1) week's (7 days) written notice as to the intended time and date of lockout.
- 202 Should either party desire to propose changes to this Agreement, they shall give notice in writing, including proposed amendments, 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.
- 203 This Agreement may be amended during its term by mutual agreement.
- 204 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.
- 205 All retroactive wage and benefit adjustments shall be made payable within **one hundred and twenty (120) calendar days of ratification of this agreement.**
- 206 Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

ARTICLE 3: MANAGEMENT RIGHTS

- 301 The Union recognizes the sole right of the Employer, unless otherwise provided in this agreement, to exercise its function of management, under which it shall have, without limiting the generality of the foregoing:
- the right to maintain efficiency and quality patient care;
 - the right to direct the work of its employees;
 - the right to hire, classify, assign to positions and promote;
 - the right to determine job content and number of employees at any site;
 - the right to demote, discipline, suspend, layoff, and discharge for just cause;
 - the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this agreement.

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

302 Subcontracting

It shall not be considered as subcontracting should the Employer:

- (a) merge or amalgamate with another health care facility or health care related facility, or
- (b) transfer or combine any of its operations or functions with another health care facility or health care related facility, or
- (c) take over any of the operations or functions of another health care facility covered by the Memorandum of April 1, 1993.

303 In accordance with Article 302, an employee will be given ninety (90) days' notice. Where the Employer is unable to provide alternate employment for which the employee possesses qualifications and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating site, the employee shall have the option of invoking the layoff provisions in accordance with Article 24 or accepting severance pay. Severance pay shall be on the basis of two (2) weeks' pay at the regular basic rate, for the position last occupied for each year of employment with the Employer.

304 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 changes and will make every reasonable effort to find suitable alternative employment with the facility for those employees so displaced and will guarantee to offer alternative employment with the site to those employees who have thirty-six (36) months or more continuous service with the Employer. Any employee with more than thirty-six (36) months service accepting a position in a lower paid classification will continue at the salary of her present classification and will receive an increase only when the rate in her new scale, corresponding to her years of service, provides for an increase over her current rate.

An employee with less than thirty-six (36) months service to whom the Employer cannot offer alternative employment will receive severance pay on the basis of two (2) weeks' pay for each completed year of service.

305 No employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this agreement, in accordance with Section 72 (1) of the *Labour Relations Act* of Manitoba.

306 Hospital Disaster and Fire Plans

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

Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 19 shall apply to overtime hours worked.

- (b) **Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 19.**

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

ARTICLE 4: UNION DUES – SECURITY

- 401 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 normally be limited to one (1) per calendar year.
- 402 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 one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions.
- 403 The Union shall notify the Employer in writing of any changes in the amount of dues at least one month in advance of the end of the pay period in which the deductions are to be made.
- 404 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.
- 405 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

- 501 The Union agrees to exchange with the Employer a current list of officers and authorized representatives.
- 502 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.
- 503 When meeting with the Employer to conduct central negotiations, the maximum number of employees who will be entitled to leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be fourteen (14) employees. **The**

Chair of the Provincial Health Care Council shall participate as an additional representative at the Union's expense. The Union shall provide the Employer with four (4) weeks or more written notice of those chosen to participate in central negotiations.

- 504 Union representatives will be granted necessary time off with basic pay for the purpose of conducting local negotiations, subject to a maximum cost to the Employer of maintaining salaries for three (3) employees so engaged.
- 505 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.
- 506 The President of the Local Union or designate 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.
- 507 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: RESPECTFUL WORKPLACE

- 601 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.
- 602 The parties agree that there shall be no discrimination based on:
- ancestry, including colour and perceived race
 - ethnic background or origin
 - age
 - nationality or national origin
 - political belief, association or activity
 - religion or creed
 - sex, including pregnancy
 - marital status or family status
 - sexual orientation
 - physical or mental disability
 - place of residence
 - membership or non-membership or activity in the union.
- 603 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be

treated in a confidential manner by both the Employer and the Union and the employee(s).

- 604 The definition of harassment shall consist of the definition contained in the *Human Rights Code* and shall further include the definition of harassment set out in the **Respectful Workplace Policy**.

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

ARTICLE 7: DEFINITIONS

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

- 702 Regular employment status shall be defined as:

- (a) A "full-time" employee is one who regularly works the hours specified in Article 19.
- (b) A "part-time" employee is one who regularly works less than full-time hours, but not less than seven and three-quarter ($7\frac{3}{4}$) hours in a biweekly period.

- 703 (a) Term Positions

A "term position" shall be for a specific time period or until completion of a particular project within a specific department.

- The Employer will determine whether positions of less than three months will be posted.
- Term positions of duration of three (3) months or more shall be posted.
- Term positions shall be of a maximum duration of one (1) year unless this period is extended with the agreement of the Union.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 15 and filled in accordance with Article 13.

- All employees 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.
- Any additional hours occurring as a result of the filling of a term position, shall be offered to part-time employees in accordance with Article 3210.
- An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

- **A permanent employee awarded a term position shall be subject to the trial period as specified in Article 1503 (a).**

Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reason as indicated by the Employer and discussed with the Union, the term position shall be posted as “indefinite term”.

- Employees returning from this 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.

Where the Employer determines that staff are to be replaced without posting during periods of less than three (3) months, Articles 3210 and 2205 shall apply, wherever possible.

Upon completion of the term position, the employee shall return to her former position.

- In the event that the employee’s former position is no longer current, an employee shall be entitled to exercise her seniority to displace an employee in any classification with the same or lower salary range within the site, provided she possess the qualifications and ability sufficient to perform the required work, or to accept layoff.
- An employee thus displaced shall have the same rights.

In case an employee on Maternity/Parental Leave wishes to exercise her right to return from such leave earlier than anticipated, having given appropriate notice as per 1809, the Employer shall state on the job posting that the said term position is a “MAT LOA term” which may expire sooner than the date indicated, subject to written notice of a minimum two (2) weeks, or one pay period, whichever is longer. Any term positions directly resulting from the filling of a MAT LOA will be posted in the same manner.

(b) Temporary Employees

Effective at the date of ratification with no retroactive application.

A “temporary employee” is one who is newly hired for a specific time period or until completion of a particular project for a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

- No temporary employee shall be laid off or re-employed for the purpose of extending the period of temporary employment.
- **Should a temporary employee become permanent or be re-employed as a temporary employee in her former position or in the same department with a break in service of less than eight (8) weeks, her service will be connected for seniority purposes, providing the employee has not voluntarily resigned.**

- 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 in accordance with Article 1302. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the temporary employee's hiring.
- **Temporary employees shall not be eligible to apply for transfer during their probationary period, except where the posted position represents a permanent position. A temporary employee on probation who transfers will be required to complete a full probationary period in the permanent position. This period may be extended if the Employer so requests and the Union agrees.**
- If a temporary employee is promoted or transferred to a permanent position, she will serve the usual probationary period in the permanent position.
- A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.

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

705 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

ARTICLE 8: BULLETIN BOARDS

801 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: JOB EVALUATION

901 Whereas CCMB and the Union mutually agree that the process of Job Evaluation is a fair and equitable method of assessing the relative worth of the positions covered in this Agreement, the parties to this Agreement have established a Joint Job Evaluation Program which will continue to be maintained according to the agreed-to Procedure Manual appended to and forming part of this Agreement.

902 During the life of this Agreement, CCMB and the Union will continue to meet with a view to maintaining the best possible evaluation plan making whatever mutually agreed changes are necessary to ensure same.

- 903 Both CCMB and the Union shall, upon request, be supplied with all the documentation, new and existing evaluation results and job descriptions as this material relates to the Evaluation Program.
- 904 All classifications created after the establishment of the Joint Job Evaluation Program shall be subject to the Plan and the appropriate salary rate for the new classifications shall be determined through the evaluation program. If the classification begins before the position is evaluated, CCMB will establish a salary to be effective until the results of evaluation are known. The salary rate determined through evaluation will be made retroactive to the start of the position.
- 905 If any new wage classification or rate established by CCMB is changed through the process of Job Evaluation or by the decision of the arbitrator as outlined in the Procedure Manual, the revised classification or rate and payment shall become retroactive to the time of the original establishment in the case of a new position or to the date an appeal was requested in the case of appeals.
- 906 Revision of Established Classification
- At any time after an employee has been in a new 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.
- 907 CCMB will examine the duties of the employee, create a new job description and will submit the new job description to the Joint Evaluation Committee for evaluation. The process of evaluation will determine the appropriate salary range.
- 908 If the decision given in 907 is not satisfactory, CCMB, the Union or the employee may initiate an appeal as outlined in the established Procedure Manual for Job Evaluation.
- 909 Any dispute as to whether a new or revised classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.
- 910 It is understood and agreed by the parties of this Agreement that no incumbent covered by this Agreement shall have her remuneration reduced by any job evaluation procedures during the term of this Agreement. Incumbent rates of pay covered in the above shall be referred to as out of schedule.

ARTICLE 10: EMPLOYEE BENEFITS

- 1001 Enrolment in the Healthcare Employees' Benefit Plan Group Life Insurance is a condition of employment for all full-time employees, providing the employee qualifies under the conditions of the plan.

1002 CCMB will provide the Union with a copy of each Master Policy and amendments insofar as they directly affect employees represented on the Committee as they become available.

1003 Within sixty (60) days following written request by the Union, CCMB will provide available information regarding premiums and premium structure, experience and financial performance.

1004 Dental Plan

The conditions of the current dental plan will be maintained until August 31, 2002. For work done on or after September 1, 2002 the plan will pay a percentage of basic and major dental expenses in accordance with the 2002 Manitoba Dental Association fee schedule. For work done after January 1, 2003 the current dental plan will pay a percentage of basic and major dental expenses in accordance with the 2003 and 2004 Manitoba Dental Association fee schedule in place at the time the services are provided.

1005 Long-Term Disability Plan

The **Industrial Alliance** Long-Term Disability Plan shall continue to be implemented for all eligible employees.

The parties agree that income protection will be used to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.

It is understood that the elimination period for the **Industrial Alliance** Long-Term Disability Plan is **one hundred and nineteen (119)** calendar days.

1006 Pension Plan

i) The parties agree to participate in the Healthcare 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.

ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.

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).

- iii) In the event that the contributions required by the HEPP Plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

1007 Extended Health Care Plan / Health Spending Account (HSA)

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

1. Extended Health Care Plan:

- **April 1, 2009: All employees who are enrolled or become enrolled in accordance with the options set out below will be in the HEBP “Enhanced” Extended Health Care Plan.**
- **Effective April 1, 2009, the “Enhanced” Plan premiums will be paid 50% by the Employer and 50% by the employee.**
- **There will be a three (3) month enrolment period of January 1, 2009 to March 31, 2009, to allow employees currently participating in the “Basic” Plan to either opt into the “Enhanced” Plan or to opt out of Plan coverage altogether.**
- **Employees not previously in the Plan may revisit their status and either opt into the “Enhanced” Plan provided they are eligible in accordance with their category of employment or remain out.**
- **Employees currently in the “Enhanced” Plan must remain in the “Enhanced” Plan.**
- **New employees hired on or after April 1, 2009, will, as a condition of employment, be required to participate in the “Enhanced” Plan subject to plan text enrolment requirements unless they are eligible to waive participation in accordance with the plan text.**
- **Any other enrolment changes will be as per the HEBP Plan text.**

2. Health Spending Account (HSA):

- **Effective April 1, 2010, a Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available to top up the existing benefits provided in the HEBP “Enhanced” Extended Health Benefit Plan.**
- **The annual HSA benefit amounts shall be:**
 - April 1, 2010: \$250 for full-time employees***
\$125 for part-time employees
 - April 1, 2011: \$500 for full-time employees***
\$250 for part-time employees
- ***For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if she/he has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.**
- **A “year” or “the annual HSA benefit” is defined as the calendar year – January 1st to December 31st.**
- **In order to be eligible for the HSA an employee must be enrolled in the “Enhanced” Extended Health Care Plan.**
- **New employees hired on or after April 1, 2010, who become enrolled in the “Enhanced” Extended Health Care Plan will commence HSA coverage following one (1) year participation in the “Enhanced” Extended Health Care Plan.**
- **Unutilized HSA monies are not carried over to the subsequent year.**

ARTICLE 11: GRIEVANCE PROCEDURE

- 1101 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the agreement.
- 1102 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.

1103 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.

1104 Step 1/Discussion Stage

Within twenty-one (21) calendar days after the cause of a grievance occurs, the grievor 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.

1105 Step 2

If the grievance is submitted but not resolved within the foregoing time period, the grievor and shop steward may, within the ensuing fourteen (14) calendar days, submit the grievance in writing to the next appropriate level of management as determined by the Employer who is outside the bargaining unit, stating all allegations and remedies sought. The Employer shall have fourteen (14) calendar days to respond to the grievance.

1106 Step 3

Failing settlement of the grievance at Step 1, the Union may within fourteen (14) calendar days, submit the grievance in writing to the Chief Executive Officer or designate who shall, within fourteen (14) calendar days after receipt of the grievance, render a decision.

1107 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Chief Administrative Officer or designate.

1108 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 Executive Officer or designate.

1109 An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.

1110 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 12: ARBITRATION PROCEDURE

- 1201 Within ten (10) calendar days after receiving the reply of the Chief Executive Officer or designate and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- 1202 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.
- 1203 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.
- 1204 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.
- 1205 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.
- 1206 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.
- 1207 (a) The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, when requested, in writing.
- (b) **Annually, upon written request, a comprehensive list including the name, address and telephone number of each employee shall be sent to the Union. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.**
- 1208 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.

1209 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.

1210 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

1211 Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her/him (either the Employer or CUPE as the case may be) shall be responsible for compensating her/him for any salary which would otherwise be lost.

ARTICLE 13: SENIORITY

1301 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:

1302 Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the requirements of the job, having the necessary qualifications and a good employment record.

1303 **The actual accumulation of benefits such as vacation pay and income protection shall be based strictly on an employee's regular paid hours worked and shall include any period of:**

- (a) paid leave of absence;
- (b) paid income protection;
- (c) unpaid leave of absences 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 one (1) year in that appropriate time period.

1304 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.

1305 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 an approved Parental or Adoption Leave commencing after July 1, 1988.

1306 Seniority will be retained but will not accrue if an employee:

- (a) is on 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.

- 1307 The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, when requested, in writing.
- 1308 A temporary employee shall have seniority rights in accordance with Article 703 (b) of this Agreement.
- 1309 Effective September 1, 2002 an employee, upon returning to work following an unpaid leave of absence due to LTD, will have her seniority credited with the appropriate number of hours she would have worked during the leave, based on her established EFT at the commencement of the leave. Such credit will not result in accrual of vacation, income protection or retirement bonus.

ARTICLE 14: INCOME PROTECTION

Also refer to Article 32 – Special Provisions re. Part-time Employees.

- 1401 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers Compensation Board or by the Manitoba Public Insurance Corporation (MPIC) shall **receive** her regular basic pay to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by the Manitoba Public Insurance Corporation.
- (a) In the case of medical, dental or chiropractic 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:
- (b) It is understood that the elimination period for the LTD plan is **one hundred and nineteen (119)** days. The parties agree that income protection will be used to offset the elimination period. An employee may claim income protection for a period of time not to exceed the elimination period.
- 1402 (a) An employee who is unable to report for work due to illness shall inform her Supervisor or designate prior to the commencement of her next scheduled shift(s). An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.
- | | |
|------------------------|-------------------------|
| Prior to day shift | 1½ hours' notice |
| Prior to evening shift | 3 hours' notice |
| Prior to night shift | 3 hours' notice |

Reasonable notice for pre-scheduled medical, dental or chiropractic exam or treatment or elective surgery will be seven (7) days 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 provide a minimum of forty-eight (48) hours' notice prior to returning to work.
 - (c) Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- 1403 (a) Income protection shall accumulate at the rate of one and one-quarter (1.25) days per month with no maximum.
- (b) Subject to the provisions of 1403 (a) 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 1401. 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 as outlined in Article 1414 or to offset the waiting period for Employment Insurance (EI) benefits for Maternity/Parental Leave as outlined in 1805 (e). The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

In the employee's first year of employment, amend one (1) day to read three-quarters (.75) of a day and amend one quarter (.25) of a day to read one-half (.5) of a day.

- 1404 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.
- 1405 Except as provided in 1309, income protection credits will accumulate on the same basis as seniority is accrued under Article 13.
- 1406 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- 1407 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.

- 1408 (a) If an employee is to be absent for illness for a period exceeding her income protection, including Employment Insurance (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.
- (b) An employee who is accepted for benefits under the LTD Plan, to commence immediately following the elimination period, will be entitled to unpaid leave of absence of up to two (2) years.
- 1409 Upon written request, the Employer shall provide the employee, in writing, of the amount of her accrued income protection within three (3) days of the request.

1410 Income Protection and Workers' Compensation

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

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

By application from the employee, the Employer will supplement the award made by the Workers Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. Such supplementation shall continue for a maximum period of one hundred and nineteen (119) days from the first day of supplement.

Regular net salary will be based on the employee's basic salary (exclusive of overtime and premiums) less the employee's usual income tax deduction, Canada Pension Plan contributions and **Employment** Insurance contributions, and any benefit plan contributions which are waived under the terms of the plan.

Subject to the provision of each plan, the employee may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan and life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

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

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

- 1411 (a) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the **Employer** requesting an advance subject to the following conditions:
- (b) Advance payment(s) shall not exceed the employee's basic salary, less the employee's usual income tax deductions, Canada Pension Plan contributions and EI contributions.
- (c) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (d) The employee shall reimburse the **Employer** by assigning sufficient WCB payments to be paid directly to the **Employer** to offset the total amount of the advance.
- (e) In the event that the WCB 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.
- (f) 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.

1412 Work Assessment

Where the Workers Compensation Board recommends a work assessment period or a modified return to work period, the Facility upon official written request, will make reasonable effort to arrange for such assessment/return, subject to WCB covering all related costs.

1413 MPIC Advance

- (a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must

submit a claim for benefits to the Manitoba Public Insurance Corporation. The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by 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 2101 (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.

1414 Family Illness

Subject to the provisions of 1403 (b), an employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver.

A primary caregiver is defined as one who either temporarily or on a regular and reoccurring basis provides care and assistance to the person. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

ARTICLE 15: VACANCIES, PROMOTIONS, AND TRANSFERS

- 1501 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.
- 1502 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 this Agreement will be sent to the Secretary of the Union where there are internal applicants.
- 1503 (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, shall be returned to her former position without loss of seniority:
- i) by the Employer when she proves to be unsatisfactory in the new position, or
- ii) voluntarily by the employee upon providing a reasonable explanation to the Employer.
- Notwithstanding Article 1501, should an employee elect to return to her former position in accordance with i) or ii) above within twenty-eight (28) days after commencing the position, the next most senior qualified applicant will be awarded the position as per Article 1302.
- 1504 When an employee is promoted, her new and future salary will be determined as follows:
- (a) The new salary will be at the rate of her new classification which provides the equivalent of one increment step in relation to the wage rate in her new classification. For the purposes of calculation, this increment shall be at least equal in value to the difference between the Start rate and Step 1.
- (b) Subject to 2204, the subsequent increments, if any, shall be due on the anniversary date of the employee's date of employment.
- 1505 If an employee voluntarily transfers to a lower or equally paid classification, she shall be paid at the same increment step in the new classification as she was at the old classification.

- 1506 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 step in the new job as she was in her previous job.
- 1507 (a) Employees shall not be eligible to apply for transfer during their probationary period, **except where the posted position is permanent and represents a promotion, or an increase in EFT. A probationary employee who transfers will be required to complete a full probationary period in the new position. This period may be extended if the Employer so requests and the Union agrees.**
- (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.
- 1508 Employees shall be encouraged to improve their abilities by participation in available training programs.
- 1509 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 Facility.
- 1510 If an employee takes a course outside of working hours, and if before the employee takes the course, the Executive Director or designate stipulates in writing to the employee that the course is relevant to her employment, the Employer will reimburse the employee for fifty percent (50%) of the tuition fee to a limit of one hundred and twenty-five dollars (\$125) upon successful completion of the course. Proof of successful completion will be required.

ARTICLE 16: ANNUAL VACATION

Amendments (in bold) to this Article effective January 1, 2009.

Also refer to Article 32 – Special Provisions re. Part-time Employees.

- 1601 Unless otherwise agreed by the Employer and the employee, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that seven (7) calendar days equals one (1) week of vacation. **The employee shall have the right to indicate which day of the week her/his vacation begins.**

The vacation year shall be from the 1st day of May in the one year to the 30th day of April the next year.

Employees will generally not be requested to work during a period of vacation. For those employees occupying more than one position refer to Article **3306**.

1602 A full-time employee who has completed less than one (1) year's continuous employment as of cut off date indicated in 1501 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.

1603 Annual vacation shall be earned at the rate of:

- **three** (3) weeks per year commencing in the first year of employment
- **four** (4) weeks per year commencing in the fourth year of employment
- **five** (5) weeks per year commencing in the eleventh year of employment
- **six** (6) weeks per year commencing in the twenty-first year of employment

Casual employees will be paid 6% vacation pay.

1604 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.

1605 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:

- **three** (3) weeks per year – 6% of basic pay
- **four** (4) weeks per year – 8% of basic pay
- **five** (5) weeks per year – 10% of basic pay
- **six** (6) weeks per year – 12% of basic pay

1606 The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut-off date as per 1601. 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.

1607 The Employer will post an approved vacation schedule a minimum of one (1) week prior to the commencement of the vacation year as set out in 1601. 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.

- 1608** Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by November 15th of each year on a first come first serve basis. Any vacation entitlement not requested by November 15th may, at the discretion of the Employer, be scheduled by the Employer. The Employer shall post a notice, no later than November 1st of each year, in a prominent area(s) in each facility/worksite indicating the need for employees to request the scheduling of their remaining vacation.
- 1609 An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 1610 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.
- 1611 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 1612 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.
- 1613 Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation for the purpose of taking such time off for personal reasons, such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling. **Days retained for this purpose are part of the vacation entitlement set forth in Article 1603. Should an employee elect to retain vacation days, one (1) week (seven (7) calendar days) of vacation shall be reduced by the number of days retained.**
- 1614 An employee's accrued vacation **pay** shall be apportioned equitably over the employee's full annual vacation entitlement, except as provided in **1613**.
- 1615** An employee requested to report to work on a scheduled day of vacation shall receive double time for all hours worked and the vacation day will be rescheduled.

A part-time employee who requests to work and who works additional hours on a non-scheduled vacation day will be paid at the straight time rate. A part-time employee requested by the Employer to work, and who works additional hours on a non-scheduled vacation day, shall receive double time for all hours worked.

1616 Long Service Recognition – Vacation**Effective April 1, 2009**

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

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

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

ARTICLE 17: GENERAL HOLIDAYS

Also refer to Article 32 – Special Provisions re. Part-time Employees.

1701 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 st)	August Civic Holiday
Jour de Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25 th)
Canada Day (July 1st)	Boxing Day

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

1702 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.

1703 Subject to 1606 below, an employee required to work on a general holiday will also 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.

1704 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.

- 1705 A day off given in lieu of recognized holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.
- 1706 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.
- 1707 Full-time employees shall be allowed to bank up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule by March 31st of any year, the employee shall receive her regular rate of pay for all days banked.
- 1708 The Employer will endeavour to provide all employees with at least two (2) other General Holidays besides Christmas or New Year's on the day on which they occur. As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.
- 1709 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

ARTICLE 18: LEAVE OF ABSENCE

Also refer to Article 32 – Special Provisions re. Part-time Employees.

- 1801 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.
- 1802 (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 former increment step.
- (b) An employee who is granted leave of absence between ten (10) and twenty-six (26) weeks will be returned to her former classification at her former increment step.

- (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.
- (d) An employee who is granted a leave of absence in accordance with 1408 (b), will be returned to her former classification at her former increment step provided that she returns to work within the two (2) year period.

1803 An employee not reinstated in her former classification on return from leave of absence under 1802 (c) will receive preferential consideration for the first suitable available vacancy within the site which is at the level of her former position.

1804 Parenting Leave

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

1805 Parental Leave – Maternity

An employee who qualifies for Maternity Leave may apply for such leave in accordance with Maternity Leave “Plan A” or Maternity Leave “Plan B” but not both.

A) Plan A

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

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) 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.

- (d) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by **Employment Insurance**.

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect her paid hours of work within the previous fifty-two (52) weeks. Such days that may be utilized for this purpose will be as set out in 1403 (b).

- (e) During the seventeen (17) week duration of Maternity Leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the Maternity Leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

B) Plan B

Effective April 1, 2010, the following (Plan B) provision, upon application, is applicable to employees commencing a Maternity Leave on or after April 1, 2010.

1. **In order to qualify for Plan B, a pregnant employee must:**
 - (a) **have completed six (6) continuous months of employment with the Employer;**
 - (b) **submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;**
 - (c) **provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;**
 - (d) **provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.**

2. **An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:**
 - (a) **she will return to work and remain in the employ of the Employer for at least six (6) months following her return to**

- work, except that where an employee is the successful applicant for a 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.
3. An employee who qualifies is entitled to a Maternity Leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 1705 A) (e);
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 1705 A) (e);
 - (c) the Employer shall vary the length of Maternity Leave upon proper certification by the attending physician or recommendation by the Department Head.
4. During the period of Maternity Leave, an employee who qualifies is entitled to a Maternity Leave allowance with the SUB Plan as follows:
- (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;
 - (c) all other time as may be provided under Article 17, shall be on a leave without pay basis.
5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date she wishes to end the leave.
6. Plan B does not apply to temporary employees.

7. **A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.**

1806 Sections 52 through 57.1(2) inclusive and Section 60 of the *Employment Standards Code* respecting Maternity Leave shall apply.

1807 Parental Leave – Paternity

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

- (a) He becomes the natural father of a child and assumes actual care and custody of his child;
- (b) He has completed six (6) months employment as of the date of the intended leave;
- (c) He submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;
- (d) Parental Leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

1808 Parental Leave – Adoption

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

- (a) An employee must adopt a child under the laws of the province;
- (b) An employee may commence Adoption Leave upon (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings;
- (c) An employee has completed six (6) months employment as of the date of the intended leave;
- (d) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

1809 An employee may end her Parental Leave earlier than thirty-seven (37) weeks by giving the Employer written notice at least two weeks, or one pay period, whichever is longer before the day the employee wishes to end the leave. On return from Maternity and/or Parental

Leave, the employee shall be placed in her former classification and shift schedule at the same increment step. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in 1802 (c) and 1803 above will apply.

- 1810 Two (2) days of leave (scheduled daily hours to a maximum of 15, 15.5 or 16 hours as applicable) without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.**

This leave shall be taken within the two (2) calendar weeks following the child's date of birth or arrival in the home.

1811 Bereavement Leave

An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, step-parent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancé and any other relative who **had recently** been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment or four (4) calendar days following the death, whichever is greater. Bereavement Leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral. **One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.**

- 1812** Necessary time off up to one (1) day at basic pay will be granted an employee to attend a funeral as a pallbearer.

Necessary time off up to one (1) day at basic pay may be granted an employee to attend **either** a funeral **or initial memorial service** as a mourner.

- 1813** Probationary employees shall be entitled to unpaid Bereavement Leave for a duration stipulated in Article 1809.

- 1814** 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.

- 1815** Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/Employee benefit programs.

- 1816** Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

1817 Union Leave

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, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department for this purpose. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union. **The Union will provide the Employer with written confirmation of dates requested.**

1818 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 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.

1819 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.

1820 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.

1821 Where the Employer requires an employee to attend educational events or staff meetings during non-working time, the Employer shall pay for the time of such attendance at straight time rates.

1822 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 (30) days of employment as of the intended date of leave;
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period;
- (c) An employee may take no more than two periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day

the first period of leave began. No period of leave may be less than one (1) week's duration;

- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
- 1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - i) the day the certificate is issued, or
 - ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - 2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
- 1) a spouse or common-law partner of the employee;
 - 2) a child of the employee or a child of the employee's spouse or common-law partner;
 - 3) a parent of the employee or a spouse or common-law partner of the parent;
 - 4) 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 1303 (c) & 1305 (d). (unpaid leaves)
- (h) Subject to the provisions of 1403 (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 Articles 1811, 1813 and 3208.

ARTICLE 19: HOURS OF WORK

Also refer to Article 32 – Special Provisions re. Part-time Employees.

1901 Regular Hours of Work for all full-time non-clerical employees will be:

- (a) seven and three-quarters ($7\frac{3}{4}$) consecutive hours per day;
- (b) seventy-seven and one-half ($77\frac{1}{2}$) hours biweekly;
- (c) 2,015 hours per year.

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

- (a) seven and one-half ($7\frac{1}{2}$) hours per day excluding meal periods;
- (b) seventy-five (75) hours biweekly; and
- (c) 1,950 hours per year.

1902 Regular hours of work shall be deemed to:

- (a) include a rest period of twenty (20) minutes away from the work station to be scheduled by CCMB, during each continuous three (3) hour period of duty, and
- (b) to exclude a meal period of one-half ($\frac{1}{2}$) hour duration to be scheduled by CCMB, during each regular working day.

1903 This article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and CCMB. Any such agreement shall take the form of an addendum attached to and forming part of this agreement.

1904 Where the Employer plans to implement a split shift the Union will be notified in advance. There shall be no split shifts unless by mutual agreement between the Union and the Employer.

1905 Shift patterns, unless otherwise mutually agreed, shall provide for the following:

- (a) An employee shall not be required to change shifts without first receiving a minimum of two (2) consecutive shifts off duty (minimum fifteen [15] hours), unless otherwise agreed to between the employee and the Employer.
- (b) An employee shall be granted as great a number of weekends off as is reasonably possible with a minimum of every third weekend off.
- (c) No employee shall be scheduled to work more than seven (7) consecutive days (less if reasonably possible). An employee scheduled to work seven (7) consecutive days, will receive every second weekend off and/or consecutive days off.
- (d) Days off will be consecutive wherever possible.

- (e) Where possible and providing there is no additional cost to the Employer, employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift. There shall be at least as great a number of day shifts assigned as there are night (evening) shifts with each standard rotation. This may be amended if the majority of employees affected are in agreement.
 - (f) A full-time employee who is receiving the minimum of every third (3rd) weekend off and who works the third (3rd) shift (commencing at or about 1600 hours) on the Friday before that weekend off, shall not be required to return to work until the second (2nd) shift (commencing at or about 0800 hours) on the Monday following.
- 1906 (a) An employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at her basic rate of pay; however, when such employee works for any portion of her scheduled shift, she shall receive pay for that entire shift.
- (b) Except as provided in 3210 (c), when an employee is called in to work a full shift as provided in 1901 and 1902 within one (1) hour of the start of the shift, and reports for duty within one (1) hour of the start of the shift, she shall be entitled to pay for the full shift. In such circumstances, the scheduled shift hours shall not be extended to equal a full shift.
- 1907 For identification purposes, shifts will be named as follows:
- (a) The shift commencing at or about 12 midnight shall be considered the first shift;
 - (b) The shift commencing at or about 0800 hours shall be considered the second shift;
 - (c) The shift commencing at or about 1600 hours shall be considered the third shift.
- 1908 In cases where a shift commences at a time other than one of those specified in Article 1907, the shift shall be considered to be the one in which the majority of hours falls.
- 1909 Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the Department Head or designate and shall not result in overtime costs to the facility.
- 1910 The Employer agrees to provide a minimum of sixty (60) days' notice to the Union and affected employees in the event that the Employer intends to implement a permanent change to the normal start and finish times of a shift. During this period the Employer will consult with the Union concerning this change together with any associated implications. Upon mutual agreement of the Employer and the Union the notice period may be reduced.

- 1911 i) An employee who is required to remain in the work site during the meal period, shall receive pay at overtime rates for the entire meal period.
- ii) An employee whose meal period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

ARTICLE 20: OVERTIME

Also refer to Article 32 – Special Provisions re. Part-time Employees.

- 2001 Overtime shall be the time worked in excess of the daily and biweekly hours of work as specified in Article 19, or in excess of the normal full-time hours in the shift pattern in effect in the department, such time to have been authorized in such manner and by such person as may be authorized by the Employer. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 2002.
- 2002 (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.
- 2003 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. Such time shall be taken by the employee prior to March 31st of any year or paid out.
- 2004 An employee who is absent on paid time off during her scheduled work week shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.
- 2005 Employees working two (2) consecutive full shifts as provided in 1901 will be paid at double time for the second shift.
- 2006 Overtime and on call 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.

- 2007 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.
- 2008 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 meal and if this is not possible, a payment of five dollars (\$5.00) **(increasing to seven dollars (\$7.00) effective January 1, 2009)**.
- 2009 An employee shall not be required to layoff during regular hours to equalize any overtime worked.
- 2010 Shifts worked when time switches from Central Standard to Daylight Saving Time and vice-versa shall be paid at straight time rates for actual hours worked.

ARTICLE 21: SHIFT AND WEEKEND PREMIUM

- 2101 (a) An employee required to work the majority of her hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift.
- The above allowance shall be applicable from 1600 hours to the termination of the day shift on a twelve (12) hour shift pattern during which at least two (2) hours are worked between 1600 hours and the termination of the shift.
- (b) An employee required to work the majority of her hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour for that shift.
- (c) Shift premium will not apply to students unless they work in excess of three (3) hours on a shift and if so, the shift premium will apply only to those hours worked in excess of three (3) hours. A “student” shall mean a person who is attending a junior, senior high school or community college.
- 2102 (a) Shift premiums for employees on permanent evenings and or nights shall be payable in addition to basic rate, pay or salary during regular hours, paid vacation, paid income protection, paid leave of absence and the calculation of pre-retirement leave (both lump sum payment or salary continuance).
- (b) Shift Premium and Weekend Premium will not be payable while an employee is receiving overtime rates.

2103 Weekend Premium

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

ARTICLE 22: SALARIES AND INCREMENTS

Also refer to Article 32 – Special Provisions re. Part-time Employees.

2201 Employees shall be paid in accordance with Schedule “A” attached to and forming part of this Agreement.

2202 (a) Employees shall be paid every two (2) weeks;

(b) If an employee covered by this agreement has not received wages in any one (1) pay period resulting in a shortfall of wages of at least the equivalent of one (1) normal day’s pay, such pay will be provided within three (3) business days, upon request from the employee.

2203 A Nurse Aide/Health Care Aide (untrained) or Personal Care Aide (untrained) shall progress to the Nurse Aide/Health Care Aide (trained) or Personal Care Aide (trained) classification at the same increment level upon the successful completion of an approved course or at the end of one year of service as a Nurse Aide/Health Care Aide (untrained) or as a Personal Care Aide (untrained). For this purpose, one (1) year of service shall mean the equivalent yearly hours of a full-time employee.

A newly hired Nurse Aide/Health Care Aide and/or Personal Care Aide who holds a valid certificate from a recognized Manitoba Community College will commence at the Nurse Aide/Health Care Aide and/or Personal Care Aide (trained) rate.

2204 Increments shall be due on the anniversary date of the employee’s date of employment. 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.

2205 Temporary Assignment of Duty

In the event that an employee is assigned temporarily to a higher paid position within the scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, she shall be paid the higher of sixty-five cents (\$0.65) per hour, or the minimum step 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.

2206 On Call Premium

An employee who is designated by the Employer to be available on call, immediately available by telephone contact to report to work without undue delay, shall be entitled to payment of one (1) hour's basic pay (**two (2) hours' basic pay effective April 1, 2010**) for each eight (8) hour period or a pro rata payment for any portion thereof.

The employee will leave her employment immediately after she has completed the work for which she was called and resume her "on call" status.

The "on call" premium will not apply during any period when the employee is performing duties at the site.

2207 On Call Transportation

Employees required to return to work on a callback, will be paid the current facility rate per kilometre for use of their own vehicle (minimum of \$4.00 – maximum of \$8.00) or taxi fare to and from the Facility. Taxi fare will not apply beyond the city/town limits. The above provision will not apply to employees who receive a monthly standby/on call allowance.

2208 Where an employee is hired who does not possess certain required qualification(s) and where attainment of these qualification(s) is a condition of employment, the employee shall be eligible for increments provided that she/he furnishes proof of enrolment and satisfactory progress towards the completion of the course.

2209 When an employee reports to work and is requested to work in a lower paid classification the employee shall be paid her current rate of pay.

ARTICLE 23: RETIREMENT BONUS

2301 Employees retiring in accordance with the following:

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

shall be granted retirement bonus on the basis of four (4) days per year of employment calculated in accordance with 2302.

- 2302 Except as provided in 1309 calculation of retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Facility and shall be based on the employee's total seniority on the date of retirement. Calculated as follows:

$$\frac{\text{Total Seniority on Date of Retirement}}{\text{Full-time Hours}} \times 4 \text{ days}$$

- 2303 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.
- 2304 Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in this collective agreement.

ARTICLE 24: LAYOFF AND RECALL

- 2401 A layoff shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.
- 2402 In the event of a layoff, employees other than probationary or temporary employees shall receive notice or pay in lieu of such notice as follows:
- (a) two (2) weeks' notice for layoff up to eight (8) weeks;
 - (b) four (4) weeks' notice for layoff of more than eight (8) weeks.
- 2403 When reducing staff, senior employees shall be retained, providing their qualifications and ability are sufficient to perform the required duties.
- 2404 If the layoff is expected to be temporary (of not more than eight (8) weeks' duration), employees shall be laid off in reverse order of seniority within the department affected.

If the layoff is expected to or actually does exceed eight (8) weeks' duration, an employee shall be entitled to exercise her Facility-wide seniority to bump into any classification within the scope of this agreement with the same or lower salary range, provided she possesses the qualifications and ability sufficient to perform the required work, or accept layoff. Any employee thus displaced shall have the same rights.

For the purpose of interpreting the meaning of "same or lower salary range", it is agreed that classifications will be considered to be the same provided that the maximum of the salary range the employee is considering bumping into is within one percent (1%) of the maximum of the salary range for the position currently held by the employee.

Should the employee bump into a position with a salary range considered to be the same, she/he will be paid at the same increment level that she/he currently holds.

- 2405 Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.

An employee who is on layoff shall not be entitled to notice of layoff when she/he returns to work on an incidental basis.

- 2406 Notwithstanding Article 3210 (a) additional available shifts shall be offered to an employee on layoff, before part-time and casual employees, provided she possesses qualifications and ability sufficient to perform the required work. The employee on layoff will receive preferential consideration for the assignment of such shifts provided that this will not result in her/him working in excess of her/his regular EFT commitment. Notwithstanding Article 1909, when an employee does not work part or all of said additional available shift(s), for any reason, payment shall be made only in respect of hours actually worked.

In the event the employee accepts additional available shifts, the provisions of the Collective Agreement shall be applicable except as modified hereinafter:

- (a) Vacation shall be calculated in accordance with Article 1603 and shall be paid at the prevailing rate for the employee on each paycheque, and shall be prorated on the basis of hours paid at regular rate of pay;
- (b) Income protection accumulation shall be calculated as follows:
- $$\frac{\text{Additional available hours worked by the laid off employee}}{\text{Full-time Hours}} \times \frac{\text{Entitlement of Full-time Employee}}{\text{Employee}}$$
- (c) Seniority shall be calculated in accordance with regular hours worked;
- (d) The employee shall be paid **four point six two percent (4.62%)** of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each paycheque;
- (e) Participation in benefit plans is subject to the provisions of each plan.

Any period of time during a layoff when the employee works additional available shifts or works in a term position shall not extend the three (3) year period referenced in Article 13. However, an employee on layoff who is recalled into a term position shall retain her/his right to be recalled into a permanent position while working in the term position.

2407 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

Should a laid off employee be recalled to a term position, the provisions of the collective agreement shall apply as modified hereinafter:

- (a) an employee who is awarded a term position which is of a lesser EFT than what she occupied immediately prior to layoff, shall continue to be entitled to preferential consideration for the assignment of additional shifts in accordance with Article 3210 (a), providing that this will not result in her working in excess of her regular EFT commitment;
- (b) at the expiry of the term position, the employee will return to the recall list;
- (c) any vacation earned during a term position will be paid out at the end of the term position unless the employee secures another position prior to the end of it.

2408 Laid off employee shall be recalled in seniority order to vacancies in equal or lower EFT status and in equal or lower paid classifications provided they possess qualifications and ability sufficient to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.

To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with her current address, and further, must inform the Employer of any address changes.

2409 A recalled employee must communicate with the Employer by telephone within seven (7) calendar days of notice of recall being delivered.

2410 The right of an employee who has been laid off to be rehired under this Agreement will be forfeited in the following circumstances:

- (a) if the employee did not communicate with the Employer as specified in 2309, or;
- (b) if the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer, or;
- (c) a thirty-six (36) month period has elapsed since the initial date of layoff.

2411 Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.

- 2412 Except for temporary layoffs of up to eight (8) weeks, accumulated vacation entitlement shall be paid out at time of layoff. An employee whose layoff is temporary (less than eight (8) weeks) may request pay-out of accumulated vacation entitlement.
- 2413 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 or lower EFT than she held prior to layoff, shall not terminate for failure to report for duty in that instance.
- 2414 Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

ARTICLE 25: TRANSPORTATION ALLOWANCE

- 2501 **Effective January 1, 2009**, employees required to use their own personal vehicle for **Employer** business which has been preauthorized by the Employer, **shall be reimbursed in accordance with the prevailing Province of Manitoba mileage rates with a minimum payment of three dollars and fifty cents (\$3.50) per return trip.**

ARTICLE 26: TERMINATIONS

- 2601 An employee may terminate her employment by giving two (2) weeks' written notice, exclusive of vacation.
- 2602 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.
- 2603 The Employer may give equivalent basic pay in lieu of notice.
- 2604 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 27: DISCIPLINE AND ACCESS TO PERSONNEL FILES

- 2701 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Chief Executive Officer or designate. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the Union Representative.
- 2702 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.
- 2703 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.
- 2704 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.
- 2705 An employee accompanied by a Union representative if she so elects, may examine her personnel file on request **within seven (7) calendar days**. 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.
- 2706 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 28: COMMITTEES

2801 Labour/Management Committee

The parties agree to establish a joint Labour/Management committee to deal with matters of mutual concern as may arise from time to time, including unresolved workload concerns as specified and documented.

- 2802 The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed eight (8) members. The local Union committee may at any time have a representative from the Canadian Union of Public Employees.

2803 The Committee shall meet as and when required at a mutually agreeable time within ten (10) calendar days of written notice being given by either party. An agenda will be prepared by the calling party with input from the other party and shall be distributed four (4) calendar days prior to the meeting taking place.

2804 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.

The parties agree that it is within the jurisdiction of the Labour/Management Committee to review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.

2805 Workplace Safety and Health Committee

- (a) A joint Workplace Safety and Health Committee shall exist within each site to examine all aspects of safety and health within the site. Union representation on the committee shall not exceed three (3) members who shall be appointed by the Union.
- (b) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the *Workplace Safety and Health Act* of Manitoba and will comply with the *Workplace Safety and Health Act* of Manitoba.
- (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices within the site. The duties of the committee include:
 - i) the receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers;
 - ii) participation in the identification of risks to the safety and health of workers or other persons, arising out of or in connection with activities in the workplace;
 - iii) the development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;

- iv) cooperation with the occupational health service, if such a service has been established by the Employer;
 - v) cooperation with a safety and health officer who is exercising his duties under the *Workplace Safety and Health Act*;
 - vi) the development and promotion of programs for education and information concerning safety and health in the workplace;
 - vii) the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee; and
 - viii) such other duties as may be specified in the *Workplace Safety and Health Act* regulations.
- (d) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members and posted on appropriate bulletin boards.
- (e) Unresolved issues shall be referred to the CEO or designate and a response shall be provided to the Workplace Safety and Health Committee within a reasonable period of time.

2806 Violence in the Workplace

The Employer and the Union agree that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.

Any employee, who believes a situation may become abusive, shall report same to the immediate supervisor. Every reasonable effort will be made to rectify these situations to the mutual satisfaction of the parties.

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

ARTICLE 29: TECHNOLOGICAL CHANGE

- 2901 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.

2902 Transfer Arrangements

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

2903 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 30: CHANGES IN CLASSIFICATION

- 3001 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 classifications falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. All employees directly affected by such change shall be notified by the Employer and a copy of the revised job description will be made available at the request of the employee.

- 3002 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 Schedule "A" of this Agreement.
- 3003 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.
- 3004 Failing agreement, the matter may be referred to arbitration in accordance with Article 11.
- 3005 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.
- 3006 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.
- 3007 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.
- 3008 If the decision given in Article 3007 is not satisfactory to the employee, she may then treat this request for change in classification as a grievance as laid out in Article 11.
- 3009 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.

ARTICLE 31: UNIFORM/CLOTHING ALLOWANCE

- 3101 Where the Employer requires that an employee wear a uniform while on duty, the Employer shall provide such employee with a uniform allowance of seven cents (.07¢) per hour for all hours worked. The employee will be responsible for the laundering and maintenance of her uniform.

The uniform must conform to the standards established by the Employer.

- 3102 In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for same in accordance with the Facility's policy.
- 3103 Where the Employer requires that safety shoes be worn, the employee will be provided with a safety shoe allowance to a maximum of seventy-five dollars (\$75) (**one hundred dollars (\$100) effective January 1, 2009**) per year upon presentation of a receipt. New employees will receive the allowance upon completion of their probationary period. An employee must wear safety shoes at all times while at work.

ARTICLE 32: SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES

3201 Income Protection in Case of Illness

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

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \times \text{Entitlement of a Full-time Employee}$$

3202 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.

3203 Annual Vacations

Part-time employees shall earn vacation 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 **the amount** of vacation pay for the current vacation year.

- 3204 (a) 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. A part-time employee's accrued vacation **pay** shall be apportioned equitably over the employee's full annual vacation entitlement, except as provided in 1613.
- (b) **Part-time employees working additional shifts accrue additional vacation pay, not additional vacation time.**

3205 General Holidays

Part-time employees will be paid **four point six two percent (4.62%)** of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular paycheck.

General holiday pay earned in accordance with 3105 shall be considered as paid hours for the purpose of accruing seniority.

3206 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 19.

3207 Increments

Salary increments for part-time employees will be granted after the completion of the appropriate equivalent full-time hours of work with the Employer until the maximum of the appropriate salary schedule is attained.

3208 Bereavement Leave

An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, step-parent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancé and any other relative who **had recently** been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment or four (4) calendar days following the death, whichever is greater. Bereavement Leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral. **One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.**

3209 Assignment

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.

- 3210 (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 do not incur any overtime costs to the Employer.
- (b) Should the 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 3205.
 - 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 703 (a), she shall be entitled to income protection benefits and Bereavement Leave.
- (d) A part-time employee who works additional available hours in a lower paid classification shall be remunerated in accordance with Article 1505. An employee who works additional available hours in a higher classification shall be remunerated in accordance with Article 1504 (a).**

3211 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:
 - 1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
- 2) the family member requires the care or support of one or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
 - i) a spouse or common-law partner of the employee;
 - ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - iii) a parent of the employee or a spouse or common-law partner of the parent;
 - iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their Compassionate Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 1303 (c) & 1305 (d). (unpaid leaves)
- (h) Subject to the provisions of 1403 (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 Articles 1811, 1813 and 3208.

ARTICLE 33: SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES OCCUPYING MORE THAN ONE POSITION

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

3301 Part-time employees shall be eligible to apply for and be awarded more than one (1) part-time position. Where it is determined that it is not feasible for the successful applicant to

work in more than one position, the successful applicant will have the option of assuming the position applied for and relinquishing her former position. If approved it is understood that at no time will the arrangement result in a violation of this Agreement or additional cost to the Employer.

3302 At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT.

3303 Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time (i.e. the status will not be converted to full-time), and the provisions of Article 31 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.

3304 All salary and benefit plans shall be applied on the basis of all regular hours worked.

3305 Seniority, vacation, income protection and retirement bonus shall be accrued on the basis of regular hours worked.

3306 Requests for scheduling of such absences as vacation, paid or unpaid leaves of absence shall be submitted to each department/site supervisor/manager and will be considered independently based on the operational requirements of each department/site.

An employee on an approved vacation in one position, and working in the second position shall be paid at straight time rates for regular hours worked in that position.

3307 Employees taking on an additional position will be subject to a four (4) month trial in accordance with Article 1503.

3308 Where an approved arrangement is subsequently found to be unworkable by the Employer, upon two (2) weeks' written notice, the affected employee will be required to relinquish one of the positions occupied. The employee shall have the option of being offered additional available shifts in the same occupational classification and at the same site where the position was relinquished and in the same manner as laid off employees are offered such shifts under Article 2406. Such preferential consideration shall apply for a period of one (1) year or until such time as the employee secures an alternate position, whichever occurs first.

3309 Where an approved arrangement is later found to be unworkable by the employee, she shall be required to give two (2) weeks' written notice, exclusive of vacation, that she wishes to relinquish one of the positions held.

3310 The provisions of 1905 (b) may be waived by mutual agreement between the Employer and the employee.

ARTICLE 34: SPECIAL PROVISIONS RE: CASUAL EMPLOYEES

- 3401 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 six percent (6%) 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 the shift premium(s) outlined in Article 21.
 - (d) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 1702.
 - (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 2001, 2002 (a), (b) and (d).
 - (f) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees as stated in Article 2.
 - (g) 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.
 - (h) 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.
 - (i) 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.
 - (j) Effective September 1, 1999, casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where the casual employee does not achieve permanent status, accrual of seniority shall also include any hours worked in a term position or hours worked in the probationary period of a permanent position. Where a vacancy is not awarded to a permanent employee in accordance with Article 1302, the position shall be awarded to the most senior casual applicant within the site subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record. The seniority hours accrued during the period of casual employment shall not be carried over to a permanent employment.

- (k) **Casual employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular paycheque.**
- (l) A full-time or part-time employee who resigns and who, **within thirty (30) calendar days**, is rehired as a casual employee shall be paid at the same increment step as she received in her former position.
- (m) Articles 11 and 12 herein apply only with respect to the terms of this article.

ARTICLE 35: INSURANCE COVERAGE

3401 The Employer shall provide liability insurance coverage under the terms and conditions of the insurance provider.

ARTICLE 36: OVERPAYMENTS

3601 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:

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

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

This Agreement signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

WAGE INCREASES

Effective April 1, 2008: Increase hourly rate by 2.90%

Effective April 1, 2009: Increase hourly rate by 2.90%

Effective April 1, 2010: Increase hourly rate by 2.90%

Effective April 1, 2011: Increase hourly rate by 2.90%

Retroactivity will be paid on all paid hours to all employees working during the retroactivity period. Staff who do not currently work for the Employer are required to request such retroactivity pay in writing within ninety (90) calendar days of ratification.

LETTER OF UNDERSTANDING 09-01

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550

AND

CANCERCARE MANITOBA

RE: LOCAL ISSUES

All Local Letters of Understanding and Local issues agreed to in the Memorandum of Settlement document dated **February 12, 2009**, or otherwise agreed to, shall be deemed to be included in this Memorandum of Settlement and subsequent individual collective agreements.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

LETTER OF UNDERSTANDING 09-02
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550
AND
CANCERCARE MANITOBA
RE: STAFFING REVIEW

Whereas the parties recognize that there may be a proliferation of regular positions having a low EFT and a proliferation of utilization of casual work;

And whereas it is the intent of the parties to maximize the EFT of part-time positions and the creation of as many full-time positions as is reasonably possible;

And whereas by minimizing the use of casual work, the parties agree that there will be the potential to convert casual employment into regular employment status;

And whereas the parties wish to investigate and address these issues;

Now therefore the parties have agreed that these issues will be examined utilizing the following guidelines:

- (a) When it is determined by the Employer that a vacancy will be filled, the Employer and the Union will examine the potential of reallocating part, or all of the vacant EFT of part-time positions, in accordance with the collective agreement, to qualified part-time employees within the relevant classification, within the service department/patient care unit, within the site or within the facility. Only part-time vacancies of .4 EFT or less will be examined for reallocation.
- (b) Part-time employees who wish to increase their EFT under the provisions of this Letter of Understanding will be required to indicate in writing to the Employer within sixty (60) days of ratification of the Collective Agreement and no later than May 1 of each year thereafter.
- (c) The Employer and the Union will meet in order to identify the most appropriate method of reallocating such EFT. Unless otherwise mutually agreed, such reallocation will not require job posting under Article 15 or invoking of any provisions of Article 24.
- (d) In the event that mutual agreement cannot be reached regarding the reallocation of additional hours, a regular part-time position will then be posted.

- (e) The nature and the rate of utilization of additional hours (including casual hours) worked will be examined by the Employer and the Union on a semiannual basis, during the second and fourth quarter of each calendar year, to determine whether such hours may be incorporated into regular positions or, whether regular or term positions could be created based on operational need. If it is determined that regular or term positions will be created, the Union and the Employer will meet to discuss the process under which the newly created positions will be posted or allocated.
- (f) New letters of employment will be issued when an employee's EFT is increased or a casual employee is confirmed to regular employment.
- g) CCMB agrees to review any requests on an expedited basis.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

LETTER OF UNDERSTANDING 09-03**BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550****AND****CANCERCARE MANITOBA****RE: WAGE STANDARDIZATION FUND**

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

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

Phase I

- May 1, 2003 = \$2,590,000 (includes 0.60% standardization increase for all – compounded)
- May 1, 2004 = \$1,230,000
- May 1, 2005 = \$1,230,000

Phase II

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

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

PRINCIPLES:

i) Distribution of General Wage Standardization Fund:

Phase I

Salaries are to be increased in accordance with the following:

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

- May 1, 2003 = complete
- May 1, 2004 = 10.08%
- May 1, 2005 = 10.08%

Phase II

Salaries are to be increased in accordance with the following:

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

- April 1, 2006 = 36.87%
- April 1, 2007 = 36.87%
- March 31, 2008 = 18.94%
- March 31, 2009 = 7.32%. The intent of the Wage Standardization process and monies, provided for in the Manitoba Health Care Support collective agreements, is to complete Wage Standardization across the support sector by March 31, 2009.

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

ii) Phase I – Method for calculation of retroactive payment:

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

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

Example: Percentage = 10.08%
 Total differential = \$1.50
 # Eligible Paid Regular Hours = 1000

Calculation = 10.08% x \$1.50 x 1000 = \$151.20

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

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

<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
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Exclusions: Health Care Aide - Untrained
 Activity Aide - Uncertified
 Trades classifications
 Professional / Technical classifications
 Nursing classifications
 ‘No Match’ classifications

iv) a three percent (3%) differential will be established between each step on the salary scale (scale built from agreed to target top rate working downwards) for all salary scales created through Wage Standardization (except for exclusions listed above);

- v) for the purpose of implementation of newly established salary ranges, methodology for step placement will be as follows:
- (a) Placement onto newly established scale at nearest step affording an increase.
 - (b) Cannot result in placement on standard scale at a lower step than current step on scale.
 - (c) Where current scale has a lesser number of steps than newly established scale, previous years of service shall be recognized through placement. Previous service years to be determined with use of Article 2204. Illustration of step placement provided in Example 2.
 - (d) Where the current scale has greater than 6 steps, those employees at Step 6 and above shall be placed at Step 6 of the newly established scale. Illustration of step placement provided Example 3.

Example 1

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

Example 2

Incumbents may be placed onto 'New Scale' at either Step 4 or Step 5. Placement onto Step 5 conditional upon meeting criteria of v) (c) above, and Article 2204 of collective agreement.
i.e. If the employee has been paid on current Step 4 for greater than one (1) anniversary period, employee will be placed at Step 5 on new scale.

Current Scale:	Start	Step 1	Step 2	Step 3	Step 4	
	↓	↓	↓	↓	↓	↘
New Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5

Example 3

Current Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	↓	↓	↓	↓	↓		↙
New Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5	

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

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

- (b) Where an Employer's maximum salary rate has been established as the target top of scale rate, the standard scale will be introduced for new hires. Existing salary scale will continue on a Present Incumbent Only (PIO) basis.
- vii) Existing Red-Circled and Present Incumbent Only (PIO) Salaries:
- Any positions or employees currently red-circled or PIO'd will be addressed in the following manner:
- (a) Red-circled and PIO rates/positions or employees where current maximum salary rate no longer equals or exceeds maximum rate of established standard salary scale (when implemented), will no longer be red-circled or PIO'd.
 - (b) Red-circled and PIO rates/positions or employees where current maximum salary rate continues to be greater than or equal to the established standard salary scale (when implemented), will continue to be red-circled or PIO'd.
 - (c) Where an employee resigns from a classification identified as red-circled or PIO'd and subsequently returns to the same classification, the employee will be placed on the standard salary scale in accordance with the collective agreement.
- viii) positions identified as unique (i.e. 'No Match' or no comparison to other health support classifications) are not eligible for standardization adjustments. Existing scale is to be maintained.
- ix) future salary increments to be processed in accordance with collective agreement Article 2204.
- x) should standardization be achieved before the fund is fully expended, the parties agree that the terms of the letter of agreement have been met.

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

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

NC:cbc/cope 491
14-Jan-10

LETTER OF UNDERSTANDING 09-04

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550

AND

CANCERCARE MANITOBA

RE: IMPACT OF HOURS OF WORK REDUCTION ON PENSION PLAN

Whereas the collective agreement calls for a reduction in the paid hours of work from November 15, 1996 to April 29, 1999;

AND WHEREAS, the parties hereby agree that no employee's pension benefit shall be negatively impacted as a result of these reduced hours of work.

THEREFORE, the parties further agree that every employee who receives a benefit at a time when her average earnings calculation includes part or all of the period of November 15, 1996 to April 29, 1999, shall have that benefit calculated by using notional earnings. Notional earnings are those earnings the employee would have received had there been no reduction in paid hours. Any additional costs for this adjustment shall be absorbed by the resources of the pension plans.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

LETTER OF UNDERSTANDING 09-05

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550

AND

CANCERCARE MANITOBA

**RE: AMNESTY FROM PROVINCIAL WAGE/HOURS OF WORK
REDUCTION LEGISLATION**

The Employer will not exercise any right it may receive through legislation which enables the Employer to unilaterally reduce the wages specified in the Collective Agreement or the hours of work specified in Article 19 during the life of this Collective Agreement.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

LETTER OF UNDERSTANDING 09-06**BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550****AND****CANCERCARE MANITOBA****RE: REASONABLE ACCOMMODATION/RETURN TO WORK**

Reasonable Accommodation

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 the accommodation results in the employee being moved to a higher classification position, her new salary shall be determined in accordance with Article 1504.

In the event the accommodation results in the employee being moved to a lower classified position, her new salary shall be determined in accordance with Article 1505.

Return to Work

The Employer, the Union and employee(s) share a mutual concern for facilitating the return to work of ill, injured or disabled employees. The Union shall be notified of any return to work initiatives with respect to any employee. The applicable parties shall meet to ensure the employee is clear on all the details and provisions of the return to work and that the work

designated is within her restrictions and limitations as documented by a qualified medical practitioner.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

NC:cbc/cope 491
14-Jan-10

LETTER OF UNDERSTANDING 09-07**BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550****AND****CANCERCARE MANITOBA****RE: 9.69 (“10”) HOUR SHIFT SCHEDULE**

- Where a Modified Shift Memorandum of Understanding currently exists, the timing of the implementation of the transition to the New Memorandum rests with the Employer, however this will occur within 3 months of the signing of the agreement.
- Appropriate revision to be made for Memorandum covering Power Engineers.
- Reference to 7.75 hours (2,015 annual hours) may be 7.5 hours (1,950 annual hours) in applicable classifications with appropriate adjustments.
- A “10” hour shift for employees working 7.5 hours (1,950 annual hours) will be 9.38 hours per day.

The Employer and the Union mutually agree that the following conditions apply regarding the trial and implementation of a 9.69 (“10”) hour shift schedule.

TRIAL AND IMPLEMENTATION

- (a) A meeting of all employees who will be affected by the change in shift length will be held to discuss a tentative shift schedule and proposed commencement date of the trial period.
- (b) Implementation of the 9.69 (“10”) hour shift schedule on a trial basis will proceed provided that seventy percent (70%) of affected employees are willing to undertake a trial period.
- (c) The length of the trial period shall be six (6) months in length, or for a shorter period, as mutually agreed between the Employer and the employees affected.
- (d) Two (2) weeks prior to the completion of the trial period, a meeting of all affected employees and the Employer will be held to evaluate the 9.69 (“10”) hour shift schedule. To continue with the “10 hour” shift schedule there must be mutual agreement between the Employer and the affected employees.
- (e) The Employer shall advise the Union of any introduction of a “10” hour shift schedule on a trial basis and whether the “10” hour shift will be implemented.

HOURS OF WORK

- (a) Full-time hours of work shall provide twenty-four (24) shifts of 9.69 (“10”) hours duration averaged over three (3) consecutive biweekly periods. Alternatively, there may be a combination of shifts of 9.69 (“10”) hour duration and shifts of other lengths that equal 77.5 hours per biweekly period, averaged over the three (3) consecutive biweekly periods in the shift schedule.
- (b) The shift schedule shall provide:
- A maximum of four (4) consecutive shifts of 9.69 (“10”) hours.
 - At least two (2) consecutive days off at one time.
 - Alternate weekends off whenever possible or three (3) weekends off in each six (6) week period.
- (c) Each shift shall be inclusive of two (2) **twenty-five (25)** minute rest periods and exclusive of one (1) meal period of thirty (30) minutes.

INCOME PROTECTION

Employees shall accumulate income protection at the rate of 9.69 hours per month for each full month of employment. Subject to the provisions of the collective agreement, income protection shall be paid for all hours scheduled.

GENERAL HOLIDAYS

Employees required to work on a general holiday shall be paid one and one-half (1.5) times her/his basic rate of pay for all regular hours worked, and, in addition shall receive seven and three-quarter (7.75) hours off at her/his basic pay.

VACATION

The amount of paid vacation that an employee receives under the 9.69 hour (“10”) shift schedule shall correspond exactly in hours to the paid vacation on a seven and three-quarter (7.75) hour shift schedule.

SHIFT PREMIUM

Shift premium shall be paid in accordance with the Collective Agreement.

OVERTIME

Overtime rates of pay shall be applicable for hours worked in excess of a shift, as defined herein, or for time worked in excess of the normal full-time hours in the rotation pattern in effect.

BEREAVEMENT

Subject to the provisions of the collective agreement, Bereavement Leave shall be paid for all hours scheduled.

TERMINATION OF MEMORANDUM OF UNDERSTANDING

Upon a minimum of four (4) weeks' notice, the Employer or the majority of employees working the 9.69 ("10") hour shift schedule may terminate the modified shift schedule.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

NC:cbc/cope 491
14-Jan-10

LETTER OF UNDERSTANDING 09-08**BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550****AND****CANCERCARE MANITOBA****RE: 11.625 ("12") HOUR SHIFT SCHEDULE**

-
- Where a Modified Shift Memorandum of Understanding currently exists, the timing of the implementation of the transition to the New Memorandum rests with the Employer; however, this will occur within 3 months of the signing of the agreement.
 - Appropriate revision to be made for Memorandum covering Power Engineers.
 - Reference to 7.75 hours (2,015 annual hours) may be 7.5 hours (1,950 annual hours) in applicable classifications with appropriate adjustments.
 - A "12" hour shift for employees working 7.5 hours (1,950 annual hours) will be 11.25 hours.

The Employer and the Union mutually agree that the following conditions apply regarding the trial and implementation of a 11.625 ("12") hour shift schedule.

TRIAL AND IMPLEMENTATION

- (a) A meeting of all employees who will be affected by the change in shift length will be held to discuss a tentative shift schedule and proposed commencement date of the trial period.
- (b) Implementation of the 11.625 ("12") hour shift schedule on a trial basis will proceed provided that seventy percent (70%) of affected employees are willing to undertake a trial period.
- (c) The length of the trial period shall be six (6) months in length, or for a shorter period, as mutually agreed between the Employer and the employees affected.
- (d) Two (2) weeks prior to the completion of the trial period, a meeting of all affected employees and the Employer will be held to evaluate the 11.625 ("12") hour shift schedule. To continue with the "12 hour" shift schedule there must be mutual agreement between the Employer and the affected employees.
- (e) The Employer shall advise the Union of any introduction of a "12" hour shift schedule on a trial basis and whether the "12" hour shift will be implemented.

HOURS OF WORK

- (a) Full-time hours of work shall provide twenty (20) shifts of 11.625 ("12") hours duration averaged over three (3) consecutive biweekly periods. Alternatively, there may be a combination of shifts of 11.625 ("12") hour duration and shifts of other lengths that equal 77.5 hours per biweekly period, averaged over the three (3) consecutive biweekly periods in the shift schedule.

- (b) The shift schedule shall provide:
- A maximum of four (4) consecutive shifts of 11.625 (“12”) hours
 - At least two (2) consecutive days off at one time
 - Alternate weekends off whenever possible or three (3) weekends off in each six (6) week period.
- (c) Each shift shall be inclusive of a total of **sixty (60)** minutes paid rest period(s) and exclusive of forty-five (45) minutes of meal period(s).

INCOME PROTECTION

Employees shall accumulate income protection at the rate of nine point six nine (9.69) hours per month for each full month of employment. Subject to the provisions of the collective agreement, income protection shall be paid for all hours scheduled.

GENERAL HOLIDAYS

Employees required to work on a general holiday shall be paid one and one-half (1.5) times her/his basic rate of pay for all regular hours worked, and, in addition shall receive seven and three-quarter (7.75) hours off at her/his basic pay.

VACATION

The amount of paid vacation that an employee receives under the eleven point six two five (11.625) (“12”) hour shift schedule shall correspond exactly in hours to the paid vacation on a seven and three-quarter (7.75) hour shift schedule.

SHIFT PREMIUM

Shift premium shall be paid in accordance with the Collective Agreement.

OVERTIME

Overtime rates of pay shall be applicable for hours worked in excess of a shift, as defined herein, or for time worked in excess of the normal full-time hours in the rotation pattern in effect.

BEREAVEMENT

Subject to the provisions of the collective agreement, Bereavement Leave shall be paid for all hours scheduled.

TERMINATION OF MEMORANDUM OF UNDERSTANDING

Upon a minimum of four (4) weeks' notice, the Employer or the majority of employees working the 11.625 ("12") hour shift schedule may terminate the modified shift schedule.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

NC:cbc/cope 491
14-Jan-10

LETTER OF UNDERSTANDING 09-09

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550

AND

CANCERCARE MANITOBA

RE: MODIFIED SHIFTS OF LESS THAN REGULAR HOURS OF WORK

The Employer and the Union mutually agree that the following conditions shall apply to shifts of less than seven and three-quarter (7.75) hours or seven and one-half (7.5) hours, as the case may be (hereinafter referred to as “regular hours of work”).

1. The terms and conditions of the Collective Agreement shall apply to part-time employees working shifts of less than regular hours of work except as provided thereafter.
2.
 - Shifts of three (3.0) to five (5.0) paid hours shall include one (1) twenty (20) minute rest period.
 - Shifts of greater than five (5.0) paid hours up to and including six (6) paid hours shall include one (1) twenty (20) minute rest period and exclude one (1) thirty (30) minute unpaid meal period.
 - Shifts of greater than six (6) hours up to the regular hours of work shall include two (2) twenty (20) minute rest periods and exclude one (1) thirty (30) minute unpaid meal break.
3. In the event that an employee is required to work beyond the end of her scheduled shift, she shall be paid for all hours worked beyond the shift at her basic salary up to the regular hours of work. Overtime rates of pay shall be applicable for time worked in excess of regular hours work, in accordance with Article 2001.

Note: Paragraph 2 does not preclude the Employer from establishing a shift of less than three (3) hours.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

LETTER OF UNDERSTANDING 09-10
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550
AND
CANCERCARE MANITOBA
RE: REDEPLOYMENT PRINCIPLES

1. PURPOSE:
 - 1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
 - 1.02 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.
 - 1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
 - 1.04 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned Unions and Employers.
 - 1.05 For the purposes of this Letter of Understanding “receiving agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the “sending agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
 - 1.06 All particulars of job opportunities at receiving facilities will be made available to the Unions as they become known to the above-mentioned Employers.
 - 1.07 “Central Redeployment List” means a list of employees who have been laid-off from a participating Employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating Employer, as set out in 4.02 herein.

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

1.08 “Provincial Health Care Labour Adjustment Committee” (hereinafter referred to as the “Committee”) refers to the committee established by an agreement commencing January 20, 1993 between The Government of Canada, The Government of Manitoba, Manitoba Health Organizations Inc., and Manitoba Council of Health Care Unions.

2. SENIORITY:

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

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

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

3. TRIAL PERIOD:

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

4. NEW AND VACANT POSITIONS:

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

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

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

The following provisions shall apply in filling the vacancy:

- (a) employees on the Central Redeployment List shall be listed in order of seniority [as per “sending” Collective Agreement(s)];

- (b) subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating Employers (process to be established);
- (c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- (d) in assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- (e) receiving facilities job description applies vis-à-vis qualification requirements;
- (f) once an employee has been permanently redeployed and has completed the trial period with a receiving Employer, she/he shall relinquish any recall rights to her/his former Employer unless she/he is laid off from the receiving Employer. Should an employee be laid off from the receiving Employer, she/he will be placed back on the recall list with the sending Employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving Employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending Employer and the original receiving Employer.

5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:

- 5.01 In the event of a transfer(s) of service/merger/amalgamation, the affected Employer(s) and Unions shall meet to determine whether employees should have the opportunity to move with the service or department to the receiving facility, to the extent that such positions are available.

6. PORTABILITY OF BENEFITS:

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.
- 6.03 Length of employment applicable to pre-retirement leave. NOTE: Deer Lodge Centre limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.04 Length of employment for the purposes of qualifying to join benefit plans, e.g., two (2) year pension requirement.

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

6.06 Salary Treatments:

(a) If range is identical, then placed step-on-step;

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

NOTE: No red-circling provision except for Deer Lodge Centre employees who were guaranteed provisions as contained in the "Transfer Agreements" for the 1983 and 1987 transfer from federal to provincial jurisdiction and for whom the red-circling provisions were in place prior to the inception of this Letter of Understanding.

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

7. OTHER CONDITIONS:

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

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

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

8. TRAINING:

8.01 The parties agree that provisions for training will be dealt with by the Committee.

9. ADMISSION OF NEW MEMBERS:

9.01 The parties hereby authorize the Committee to admit new signatories as participating Employers or participating Unions in such manner and upon such terms as the Committee in its discretion deems appropriate without the necessary consultation or agreement with existing signatories. Upon admission to this agreement such new signatories will have the same rights and obligations as existing participating Unions and participating Employers, effective the date of such admission.

10. ACCEPTANCE OF LETTER OF UNDERSTANDING:

- 10.01 Signatories to this Letter of Understanding agree to accept this letter without amendment. Any subsequent amendment to the Letter of Understanding shall only be implemented if approved pursuant to Article 12.

11. DURATION

- 11.01 This Letter of Understanding shall be in full force and effect for an indefinite period commencing the date of signing. In the event that any one of the parties signatory to this Letter of Understanding wishes to terminate its participation in this Letter of Understanding it shall give sixty (60) days written notice to the Committee and to the appropriate bargaining agent or Employer in respect of its collective agreement. Such termination shall not invalidate this Letter of Understanding as affects the other signatories except for the specific Employer or bargaining agent that is party to the relevant and affected collective agreement.

12. AMENDMENTS:

- 12.01 Amendments to this Letter of Understanding shall be effective if passed by the Committee after consultation with the signatories to the Letter of Understanding as outlined herein. All signatories shall receive a copy of the proposed amendment(s). Each signatory shall have thirty (30) calendar days during which to express its concerns (if any) about the proposed amendment(s). Any unresolved concerns must be reconciled by the respective employer/labour caucus prior to a Committee vote being conducted. If there are no concerns raised by signatories to the proposed amendments the Committee shall be empowered to implement the amendment(s).

13. APPEAL PANEL:

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

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

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

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

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

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

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

Any dispute under the Letter of Understanding shall not be resolved by grievance or arbitration pursuant to the collective agreement. The Appeal Panel is intended to be the only vehicle for resolution of such disputes.

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

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

LETTER OF UNDERSTANDING 09-11

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550

AND

CANCERCARE MANITOBA

RE: EXPANDED STAFF MOBILITY

It is agreed that it is in the best interest of the parties to expand the scope of the current Staff Mobility Agreement, in order to facilitate the movement of staff within and across the acute, long term and community health care sectors as required to address systemic needs.

To that end, the parties agree to participate in a multi-union, multi-employer committee to discuss work toward the development of a framework that will achieve this desired result.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

LETTER OF UNDERSTANDING 09-12**BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550****AND****CANCERCARE MANITOBA****RE: REPRESENTATIONAL ABORIGINAL WORK FORCE**

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

- (a) Identify provisions in the collective agreement that may be discouraging the recruitment and retention of Aboriginal workers in health care;
- (b) Develop strategic initiatives and programs that:
 - Foster mutual respect, trust, fairness, open communication and understanding;
 - Focus on recruiting, training and career development of Aboriginal workers;
 - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the work force;
 - Facilitate constructive race and cultural relations.
- (c) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative work force;
- (d) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment;

(e) The Union assumes no responsibility for costs associated with the initiative.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

NC:cbc/cope 491
14-Jan-10

LETTER OF UNDERSTANDING 09-13

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550

AND

CANCERCARE MANITOBA

RE: MAINTENANCE OF WAGE STANDARDIZATION

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

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

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

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

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

LETTER OF UNDERSTANDING 09-14

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550

AND

CANCERCARE MANITOBA

**RE: UTILIZATION OF EMPLOYEE PORTION OF EMPLOYMENT INSURANCE (EI)
REBATE, TRAINING AND EDUCATION FUND**

The Parties agree that, three (3) pay periods following date of ratification, the employee portion of the Employment Insurance (EI) rebate will be directed to a provincial training and education fund. The training and education fund will be administered by the CUPE Provincial Health Care Council (PHCC). It will be the responsibility of the PHCC to establish Terms of Reference for the administration of the training and education fund including guidelines for the allocation and distribution of the monetary resources. It is understood that the fundamental purpose of the training and education fund is to assist employees in upgrading their skills and education to further their careers in health care and to enhance the availability of qualified employees within the provincial health care sector.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

LETTER OF UNDERSTANDING 09-15

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550

AND

CANCERCARE MANITOBA

RE: ARTICLE 36 – OVERPAYMENTS

The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.

- Where the value of overpayment is ten percent (10%) or less of the employee’s normal biweekly gross earnings and is less than one hundred and fifty dollars (\$150.00), a detailed breakdown and a proposed recovery schedule will be included with the letter to the employee and a copy provided to the Union.
- For payments that exceed ten percent (10%) of the employee’s normal biweekly gross earnings and is more than one hundred and fifty dollars (\$150.00), a detailed breakdown of the error will be included with the letter and a meeting will be scheduled with the employee and the Union to discuss a proposed recovery schedule as soon as practicable.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

LETTER OF UNDERSTANDING 09-16**BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550****AND****CANCERCARE MANITOBA****RE: PROVINCIAL FACILITY SUPPORT SECTOR ADVISORY COMMITTEE**

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

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

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

The Provincial Facility Support Sector Advisory Committee will commence meeting within ninety (90) days of all Unions' ratification of the 2008 negotiated agreement.

The Committee will determine process issues including the circumstances in which individuals including employees may be invited to present or share information with the Committee for its consideration.

The Provincial Facility Support Sector Advisory Committee will be in existence for the duration of the Collective Agreement and will be extended if agreed to between the Parties.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

NC:cbc/cope 491
14-Jan-10

LETTER OF UNDERSTANDING 09-17

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550

AND

CANCERCARE MANITOBA

RE: PENSION OR BENEFIT PLAN IMPROVEMENTS

During the term of the 2008 to 2012 Collective Agreement, should another health care union receive enhanced pension or benefit plan improvements, the facility support unions will also receive the same enhancements at the same time.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550

LETTER OF UNDERSTANDING 09-18**BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1550****AND****CANCERCARE MANITOBA****RE: LOCAL ISSUES FOR LOCAL 1550**

As part of the contract settlement offer, there were certain specific issues related to CancerCare Manitoba members that have been resolved.

1. Vacation Entitlement

The request that the vacation entitlement list be posted no later than March 1st is granted.

2. Addition of New Language

In the 'Letter of Understanding' dealing with transfers of positions from site to site, the new agreed language is as follows:

- CancerCare Manitoba and CUPE Local 1550 both recognize the need, based on patient care workload, for flexibility of employees to be assigned to either the MacCharles or the St. Boniface site. To further clarify the process, employees will move within these two (2) site areas.
- We agree that the movement of employees between the two sites to be determined on an emergent and non-emergent basis. The definitions of emergent and non-emergent are as follows:

Emergent: There is no previous knowledge that the replacement employee is requested - in this case, any employee will be requested, pending skill level, to attend to a particular site. The length of time that an employee will be required to remain in this temporary location will be determined by the circumstances surrounding the absent employee, and the time period for return to work.

Non-emergent: When the employee is requested at a site for non-emergent requirements, it will be offered firstly to anyone who wishes to volunteer and should a volunteer not materialize, the most junior qualified individual will be required to move.

Signed this _____ day of _____, 2010.

FOR CANCERCARE MANITOBA

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1550**

NC:cbc/cope 491
14-Jan-10

CUPE LOCAL 1550 AND CANCERCARE MANITOBA

SCHEDULE "A" – EFFECTIVE APRIL 1, 2008

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	
4 M	Senior Medical Transcriptionist	1950	Hourly	16.686	17.187	17.703	18.234	18.781	19.344	
			Monthly	2,711.54	2,792.89	2,876.68	2,962.98	3,051.87	3,143.42	
			Annual	32,538.53	33,514.69	34,520.13	35,555.73	36,622.41	37,721.08	
5	Senior Communications Clerk	2015	Hourly	17.067	17.579	18.107	18.650	19.209	19.786	
			Monthly	2,865.88	2,951.85	3,040.41	3,131.62	3,225.57	3,322.34	
			Annual	34,390.53	35,422.25	36,484.92	37,579.47	38,706.85	39,868.06	
13	Unit Assistant	2015	Hourly	15.643	16.112	16.596	17.094	17.606	18.135	
			Monthly	2,626.73	2,705.53	2,786.70	2,870.30	2,956.41	3,045.10	
			Annual	31,520.79	32,466.42	33,440.41	34,443.62	35,476.93	36,541.24	
13	Unit Assistant - PIO	2015	Hourly	16.220	16.632	16.971	17.355	17.731	18.146	
			Monthly	2,723.64	2,792.81	2,849.69	2,914.18	2,977.30	3,047.05	
			Annual	32,683.72	33,513.67	34,196.33	34,970.17	35,727.65	36,564.62	
13 B	Nursing Assistant	2015	Hourly	15.643	16.112	16.596	17.094	17.606	18.135	
			Monthly	2,626.73	2,705.53	2,786.70	2,870.30	2,956.41	3,045.10	
			Annual	31,520.79	32,466.42	33,440.41	34,443.62	35,476.93	36,541.24	
13 B	Nursing Assistant - PIO	2015	Hourly	16.638	17.003	17.378	17.759	18.151	18.588	
			Monthly	2,793.78	2,855.15	2,918.08	2,981.98	3,047.83	3,121.28	
			Annual	33,525.36	34,261.79	35,016.93	35,783.76	36,573.97	37,455.35	
14 B	Lab Aide - Research Lab	1950	Hourly	13.289	13.688	14.098	14.521	14.957	15.406	
			Monthly	2,159.48	2,224.26	2,290.99	2,359.72	2,430.51	2,503.43	
			Annual	25,913.76	26,691.17	27,491.90	28,316.66	29,166.16	30,041.15	
14 B	Lab Aide - Research Lab - PIO	1950	Hourly	15.347	15.719	16.093	16.468	16.843	17.266	
			Monthly	2,493.81	2,554.33	2,615.04	2,676.13	2,737.03	2,805.66	
			Annual	29,925.76	30,652.01	31,380.53	32,113.57	32,844.35	33,667.89	
16	Clerk II - Data Entry Operator	1950	Hourly	14.272	14.700	15.141	15.595	16.063	16.545	
			Clerk II - Mail Courier	Monthly	2,319.19	2,388.76	2,460.43	2,534.24	2,610.27	2,688.57
			Clerk II - Receptionist	Annual	27,830.26	28,665.16	29,525.12	30,410.87	31,323.20	32,262.90
16	Clerk II - Data Entry Operator - PIO	1950	Hourly	15.347	15.719	16.093	16.468	16.843	17.266	
			Clerk II - Mail Courier - PIO	Monthly	2,493.81	2,554.33	2,615.04	2,676.13	2,737.03	2,805.66
			Clerk II - Receptionist - PIO	Annual	29,925.76	30,652.01	31,380.53	32,113.57	32,844.35	33,667.89

SCHEDULE "A" – EFFECTIVE APRIL 1, 2008

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
16 A	Clerk II - Cervical Screening	1950	Hourly	14.824	15.269	15.727	16.199	16.685	17.186
	Clerk II - Colorectal Screening		Monthly	2,408.96	2,481.23	2,555.67	2,632.34	2,711.31	2,792.65
	Clerk II - Patient Navigation		Annual	28,907.56	29,774.78	30,668.03	31,588.07	32,535.71	33,511.78
16 B	Clerk - Records Control	1950	Hourly	15.381	15.842	16.318	16.807	17.311	17.831
	Clerk - Registry		Monthly	2,499.39	2,574.37	2,651.60	2,731.15	2,813.08	2,897.47
			Annual	29,992.64	30,892.42	31,819.19	32,773.77	33,756.98	34,769.69
16 B	Clerk - Records Processing	1950	Hourly	15.351	15.812	16.286	16.775	17.278	17.796
			Monthly	2,494.55	2,569.38	2,646.47	2,725.86	2,807.64	2,891.87
			Annual	29,934.58	30,832.62	31,757.60	32,710.32	33,691.63	34,702.38
16 C	Accounting Clerk	1950	Hourly	15.972	16.452	16.945	17.453	17.977	18.516
			Monthly	2,595.51	2,673.37	2,753.57	2,836.18	2,921.27	3,008.90
			Annual	31,146.08	32,080.46	33,042.87	34,034.16	35,055.19	36,106.84
16 C	Float Clerk	1950	Hourly	15.922	16.400	16.892	17.398	17.920	18.458
			Monthly	2,587.32	2,664.94	2,744.89	2,827.24	2,912.05	2,999.42
			Annual	31,047.86	31,979.30	32,938.68	33,926.84	34,944.64	35,992.98
16 C	Intake Coordinator	1950	Hourly	15.949	16.428	16.920	17.428	17.951	18.489
			Monthly	2,591.72	2,669.47	2,749.56	2,832.04	2,917.01	3,004.52
			Annual	31,100.66	32,033.68	32,994.70	33,984.54	35,004.07	36,054.19
16 C	Patient Registration	1950	Hourly	15.890	16.366	16.857	17.363	17.884	18.420
			Monthly	2,582.05	2,659.51	2,739.29	2,821.47	2,906.11	2,993.30
			Annual	30,984.54	31,914.08	32,871.50	33,857.65	34,873.38	35,919.58
16 D	Library (Supervisor) - PIO	1950	Hourly	17.256	18.382	19.509	20.632	21.758	22.911
			Monthly	2,804.15	2,987.08	3,170.18	3,352.78	3,535.71	3,722.99
			Annual	33,649.84	35,845.01	38,042.18	40,233.33	42,428.50	44,675.84
16 E	Communications Clerk	2015	Hourly	15.643	16.112	16.596	17.094	17.606	18.135
			Monthly	2,626.73	2,705.53	2,786.70	2,870.30	2,956.41	3,045.10
			Annual	31,520.79	32,466.42	33,440.41	34,443.62	35,476.93	36,541.24
16 E	Communications Clerk - PIO	2015	Hourly	16.220	16.632	16.971	17.355	17.731	18.146
			Monthly	2,723.64	2,792.81	2,849.69	2,914.18	2,977.30	3,047.05
			Annual	32,683.72	33,513.67	34,196.33	34,970.17	35,727.65	36,564.62
16 F	Cancer Registrar I	1950	Hourly	17.016	17.527	18.053	18.594	19.152	19.726
	Senior Registry Processing		Monthly	2,765.14	2,848.09	2,933.53	3,021.54	3,112.18	3,205.55
			Annual	33,181.63	34,177.08	35,202.39	36,258.46	37,346.22	38,466.60

SCHEDULE "A" – EFFECTIVE APRIL 1, 2008

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
16 G	Library Technician	1950	Hourly	16.522	17.017	17.528	18.054	18.595	19.153
			Monthly	2,684.79	2,765.34	2,848.30	2,933.75	3,021.76	3,112.41
			Annual	32,217.52	33,184.05	34,179.57	35,204.96	36,261.11	37,348.94
16 H	Secretary - Pediatrics Secretary - Radiation Protection Secretary - Social Work	1950	Hourly	15.418	15.880	16.357	16.848	17.353	17.874
			Monthly	2,505.41	2,580.57	2,657.99	2,737.73	2,819.86	2,904.45
			Annual	30,064.87	30,966.82	31,895.83	32,852.70	33,838.28	34,853.43
16 H	Secretary - Pediatrics - PIO Secretary - Radiation Protection - PIO Secretary - Social Work - PIO	1950	Hourly	16.220	16.632	16.971	17.355	17.731	18.146
			Monthly	2,635.78	2,702.72	2,757.77	2,820.18	2,881.26	2,948.76
			Annual	31,629.40	32,432.58	33,093.22	33,842.10	34,575.15	35,385.11
16 I	Secretary - Hope, CIO, Info Services Secretary - Medical Oncology	1950	Hourly	16.005	16.486	16.980	17.490	18.014	18.555
			Monthly	2,600.88	2,678.91	2,759.27	2,842.05	2,927.31	3,015.13
			Annual	31,210.56	32,146.87	33,111.28	34,104.62	35,127.76	36,181.59
16 I	Secretary - Medical Physics Secretary - Nursing Secretary - Radiation Oncology	1950	Hourly	16.034	16.515	17.011	17.521	18.047	18.588
			Monthly	2,605.59	2,683.76	2,764.27	2,847.20	2,932.61	3,020.59
			Annual	31,267.08	32,205.09	33,171.24	34,166.38	35,191.37	36,247.11
16 I	Secretary - Radiation Therapy School	1950	Hourly	15.978	16.458	16.951	17.460	17.984	18.523
			Monthly	2,596.49	2,674.39	2,754.62	2,837.26	2,922.37	3,010.04
			Annual	31,157.89	32,092.63	33,055.41	34,047.07	35,068.48	36,120.54
16 I	Secretary - Med. Physics - PIO Secretary - Rad. Oncology - PIO	1950	Hourly	16.638	17.003	17.378	17.759	18.151	18.588
			Monthly	2,703.66	2,763.05	2,823.95	2,885.79	2,949.51	3,020.59
			Annual	32,443.89	33,156.57	33,887.35	34,629.44	35,394.16	36,247.11
16 K	Medical Transcriptionist	1950	Hourly	15.894	16.370	16.862	17.367	17.888	18.425
			Monthly	2,582.71	2,660.19	2,740.00	2,822.20	2,906.86	2,994.07
			Annual	30,992.50	31,922.28	32,879.95	33,866.35	34,882.34	35,928.81
16 L	Medical Legal Correspondent	1950	Hourly	17.572	18.099	18.642	19.201	19.777	20.370
			Monthly	2,855.40	2,941.06	3,029.29	3,120.17	3,213.78	3,310.19
			Annual	34,264.78	35,292.73	36,351.51	37,442.06	38,565.32	39,722.28
16 N	Secretary - Pediatric Oncology Secretary Supervisor - Radiation Oncology	1950	Hourly	17.358	17.878	18.415	18.967	19.536	20.122
			Monthly	2,820.59	2,905.21	2,992.37	3,082.14	3,174.60	3,269.84
			Annual	33,847.14	34,862.55	35,908.43	36,985.68	38,095.25	39,238.11
16 N	Secretary (Senior) - Pediatric Oncology - PIO Secretary (Supervisor) - Radiation Oncology - PIO	1950	Hourly	18.200	18.600	19.008	19.427	19.853	20.331
			Monthly	2,957.43	3,022.48	3,088.84	3,156.91	3,226.10	3,303.78
			Annual	35,489.19	36,269.74	37,066.13	37,882.88	38,713.21	39,645.35

SCHEDULE "A" – EFFECTIVE APRIL 1, 2008

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
16 O	Quality Control Technician	1950	Hourly	18.340	18.891	19.457	20.041	20.642	21.261
			Monthly	2,980.30	3,069.71	3,161.80	3,256.66	3,354.36	3,454.99
			Annual	35,763.64	36,836.55	37,941.64	39,079.89	40,252.29	41,459.86
16 Q	Cancer Registrar II	1950	Hourly	17.159	17.674	18.204	18.750	19.313	19.892
			Monthly	2,788.39	2,872.04	2,958.21	3,046.95	3,138.36	3,232.51
			Annual	33,460.71	34,464.53	35,498.47	36,563.42	37,660.33	38,790.14
16 Q	Cancer Registrar II - PIO	1950	Hourly	18.198	18.599	19.006	19.426	19.892	
			Monthly	2,957.24	3,022.29	3,088.47	3,156.72	3,232.51	
			Annual	35,486.92	36,267.48	37,061.61	37,880.62	38,790.14	
NO MATCH	CRP - Adult & Pediatric	1950	Hourly	18.983	19.402	19.829	20.264	20.710	21.206
			Monthly	3,084.70	3,152.76	3,222.14	3,292.84	3,365.43	3,445.94
			Annual	37,016.36	37,833.11	38,665.70	39,514.13	40,385.18	41,351.26
NO MATCH	CRP - Ethics & Regulatory Affairs	1950	Hourly	19.610	20.011	20.420	20.837	21.261	21.668
			Monthly	3,186.70	3,251.74	3,318.30	3,385.98	3,454.99	3,520.98
			Annual	38,240.36	39,020.91	39,819.56	40,631.79	41,459.86	42,251.72
NO MATCH	Pediatric Protocol Manager	1950	Hourly	18.198	18.599	19.006	19.426	19.892	
			Monthly	2,957.24	3,022.29	3,088.47	3,156.72	3,232.51	
			Annual	35,486.92	36,267.48	37,061.61	37,880.62	38,790.14	
NO MATCH	Senior Cancer Registrar Quality Control Coordinator	1950	Hourly	22.453	22.859	23.265	23.671	24.077	24.483
			Monthly	3,648.62	3,714.61	3,780.60	3,846.58	3,912.57	3,978.56
			Annual	43,783.42	44,575.29	45,367.15	46,159.02	46,950.88	47,742.75
NO MATCH	Senior Clinical Research Professional	1950	Hourly	22.453	22.859	23.265	23.671	24.077	24.483
			Monthly	3,648.62	3,714.61	3,780.60	3,846.58	3,912.57	3,978.56
			Annual	43,783.42	44,575.29	45,367.15	46,159.02	46,950.88	47,742.75

Rates include 2.9% increase effective April 1, 2008.

CUPE LOCAL 1550 AND CANCERCARE MANITOBA

SCHEDULE "A" – EFFECTIVE APRIL 1, 2009

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
4 M	Senior Medical Transcriptionist	1950	Hourly	17.195	17.710	18.242	18.789	19.353	19.933
			Monthly	2,794.11	2,877.94	2,964.28	3,053.20	3,144.80	3,239.14
			Annual	33,529.38	34,535.26	35,571.32	36,638.46	37,737.61	38,869.74
5	Senior Communications Clerk	2015	Hourly	17.562	18.089	18.632	19.191	19.766	20.359
			Monthly	2,948.99	3,037.46	3,128.58	3,222.44	3,319.11	3,418.69
			Annual	35,387.86	36,449.50	37,542.98	38,669.27	39,829.35	41,024.23
13	Unit Assistant	2015	Hourly	16.097	16.580	17.077	17.589	18.117	18.661
			Monthly	2,702.91	2,784.00	2,867.51	2,953.54	3,042.15	3,133.41
			Annual	32,434.89	33,407.94	34,410.18	35,442.48	36,505.76	37,600.93
13	Unit Assistant - PIO	2015	Hourly	16.691	17.114	17.463	17.858	18.245	18.672
			Monthly	2,802.63	2,873.80	2,932.34	2,998.69	3,063.65	3,135.42
			Annual	33,631.54	34,485.56	35,188.03	35,984.31	36,763.75	37,624.99
13 B	Nursing Assistant	2015	Hourly	16.097	16.580	17.077	17.589	18.117	18.661
			Monthly	2,702.91	2,784.00	2,867.51	2,953.54	3,042.15	3,133.41
			Annual	32,434.89	33,407.94	34,410.18	35,442.48	36,505.76	37,600.93
13 B	Nursing Assistant - PIO	2015	Hourly	17.120	17.496	17.882	18.274	18.677	19.127
			Monthly	2,874.80	2,937.95	3,002.70	3,068.46	3,136.22	3,211.80
			Annual	34,497.59	35,255.38	36,032.42	36,821.49	37,634.61	38,541.56
14 B	Lab Aide - Research Lab	1950	Hourly	13.674	14.085	14.507	14.942	15.391	15.852
			Monthly	2,222.10	2,288.77	2,357.43	2,428.15	2,501.00	2,576.03
			Annual	26,665.25	27,465.21	28,289.17	29,137.84	30,011.98	30,912.34
14 B	Lab Aide - Research Lab - PIO	1950	Hourly	15.792	16.175	16.559	16.946	17.332	17.766
			Monthly	2,566.13	2,628.41	2,690.88	2,753.74	2,816.40	2,887.02
			Annual	30,793.61	31,540.92	32,290.57	33,044.87	33,796.84	34,644.26
16	Clerk II - Data Entry Operator Clerk II - Mail Courier Clerk II - Receptionist	1950	Hourly	14.686	15.126	15.580	16.048	16.529	17.025
			Monthly	2,386.44	2,458.04	2,531.78	2,607.73	2,685.96	2,766.54
			Annual	28,637.33	29,496.45	30,381.35	31,292.79	32,231.57	33,198.52
16	Clerk II - Data Entry Operator - PIO Clerk II - Mail Courier - PIO Clerk II - Receptionist - PIO	1950	Hourly	15.792	16.175	16.559	16.946	17.332	17.766
			Monthly	2,566.13	2,628.41	2,690.88	2,753.74	2,816.40	2,887.02
			Annual	30,793.61	31,540.92	32,290.57	33,044.87	33,796.84	34,644.26

SCHEDULE "A" – EFFECTIVE APRIL 1, 2009

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
16 A	Clerk II - Cervical Screening	1950	Hourly	15.254	15.712	16.183	16.669	17.169	17.684
	Clerk II - Colorectal Screening		Monthly	2,478.82	2,553.19	2,629.78	2,708.68	2,789.94	2,873.64
	Clerk II - Patient Navigation		Annual	29,745.88	30,638.25	31,557.40	32,504.12	33,479.25	34,483.62
16 B	Clerk - Records Control	1950	Hourly	15.834	16.309	16.798	17.302	17.821	18.356
	Clerk - Records Processing		Monthly	2,573.04	2,650.23	2,729.74	2,811.63	2,895.98	2,982.86
	Clerk - Registry		Annual	30,876.51	31,802.80	32,756.89	33,739.60	34,751.78	35,794.34
16 C	Accounting Clerk	1950	Hourly	16.436	16.929	17.436	17.960	18.498	19.053
	Float Clerk		Monthly	2,670.78	2,750.90	2,833.43	2,918.43	3,005.98	3,096.16
	Intake Coordinator		Annual	32,049.31	33,010.79	34,001.12	35,021.15	36,071.79	37,153.94
	Patient Registration								
16 D	Library (Supervisor) - PIO	1950	Hourly	17.757	18.915	20.075	21.231	22.389	23.575
			Monthly	2,885.47	3,073.71	3,262.12	3,450.01	3,638.24	3,830.95
			Annual	34,625.69	36,884.51	39,145.40	41,400.10	43,658.93	45,971.43
16 E	Communications Clerk	2015	Hourly	16.097	16.580	17.077	17.589	18.117	18.661
			Monthly	2,702.91	2,784.00	2,867.51	2,953.54	3,042.15	3,133.41
			Annual	32,434.89	33,407.94	34,410.18	35,442.48	36,505.76	37,600.93
16 E	Communications Clerk - PIO	2015	Hourly	16.691	17.114	17.463	17.858	18.245	18.672
			Monthly	2,802.63	2,873.80	2,932.34	2,998.69	3,063.65	3,135.42
			Annual	33,631.54	34,485.56	35,188.03	35,984.31	36,763.75	37,624.99
16 F	Cancer Registrar I Senior Registry Processing	1950	Hourly	17.510	18.035	18.576	19.133	19.707	20.299
			Monthly	2,845.32	2,930.68	3,018.60	3,109.16	3,202.44	3,298.51
			Annual	34,143.90	35,168.21	36,223.26	37,309.96	38,429.26	39,582.13
16 G	Library Technician	1950	Hourly	17.001	17.511	18.036	18.577	19.135	19.709
			Monthly	2,762.65	2,845.53	2,930.90	3,018.83	3,109.39	3,202.67
			Annual	33,151.83	34,146.39	35,170.78	36,225.90	37,312.68	38,432.06
16 H	Secretary - Pediatrics Secretary - Radiation Protection Secretary - Social Work	1950	Hourly	15.865	16.341	16.831	17.336	17.856	18.392
			Monthly	2,578.06	2,655.40	2,735.07	2,817.12	2,901.63	2,988.68
			Annual	30,936.76	31,864.86	32,820.80	33,805.43	34,819.59	35,864.18
16 H	Secretary - Pediatrics - PIO Secretary - Radiation Protection - PIO Secretary - Social Work - PIO	1950	Hourly	16.691	17.114	17.463	17.858	18.245	18.672
			Monthly	2,712.22	2,781.09	2,837.74	2,901.96	2,964.82	3,034.27
			Annual	32,546.66	33,373.13	34,052.93	34,823.52	35,577.82	36,411.28

SCHEDULE "A" – EFFECTIVE APRIL 1, 2009

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
16 I	Secretary - Hope, CIO, Info Services	1950	Hourly	16.499	16.994	17.504	18.029	18.570	19.127
	Secretary - Medical Oncology		Monthly	2,681.15	2,761.59	2,844.43	2,929.77	3,017.66	3,108.19
	Secretary - Medical Physics		Annual	32,173.82	33,139.04	34,133.21	35,157.21	36,211.92	37,298.28
	Secretary - Nursing								
	Secretary - Radiation Oncology								
	Secretary - Radiation Therapy School								
16 I	Secretary - Med. Physics - PIO	1950	Hourly	17.120	17.496	17.882	18.274	18.677	19.127
	Secretary - Rad. Oncology - PIO		Monthly	2,782.06	2,843.18	2,905.84	2,969.47	3,035.05	3,108.19
			Annual	33,384.77	34,118.11	34,870.09	35,633.70	36,420.59	37,298.28
16 K	Medical Transcriptionist	1950	Hourly	16.376	16.867	17.373	17.894	18.431	18.984
			Monthly	2,661.07	2,740.90	2,823.13	2,907.82	2,995.06	3,084.91
			Annual	31,932.84	32,890.82	33,877.55	34,893.87	35,940.69	37,018.91
16 L	Medical Legal Correspondent	1950	Hourly	18.081	18.624	19.182	19.758	20.351	20.961
			Monthly	2,938.21	3,026.35	3,117.14	3,210.66	3,306.98	3,406.19
			Annual	35,258.46	36,316.22	37,405.70	38,527.87	39,683.71	40,874.22
16 N	Secretary - Pediatric Oncology Secretary Supervisor - Radiation Oncology	1950	Hourly	17.861	18.397	18.949	19.517	20.103	20.706
			Monthly	2,902.39	2,989.46	3,079.15	3,171.52	3,266.67	3,364.67
			Annual	34,828.70	35,873.56	36,949.77	38,058.26	39,200.01	40,376.01
16 N	Secretary (Senior) - Pediatric Oncology - PIO Secretary (Supervisor) - Radiation Oncology - PIO	1950	Hourly	18.727	19.139	19.560	19.991	20.429	20.921
			Monthly	3,043.20	3,110.13	3,178.42	3,248.46	3,319.66	3,399.59
			Annual	36,518.37	37,321.56	38,141.05	38,981.49	39,835.90	40,795.07
16 O	Quality Control Technician	1950	Hourly	18.872	19.438	20.022	20.622	21.241	21.878
			Monthly	3,066.73	3,158.73	3,253.50	3,351.10	3,451.63	3,555.18
			Annual	36,800.78	37,904.81	39,041.95	40,213.21	41,419.60	42,662.19
16 Q	Cancer Registrar II	1950	Hourly	17.657	18.187	18.732	19.294	19.873	20.469
			Monthly	2,869.26	2,955.33	3,043.99	3,135.31	3,229.37	3,326.25
			Annual	34,431.07	35,464.01	36,527.93	37,623.76	38,752.48	39,915.05
16 Q	Cancer Registrar II - PIO	1950	Hourly	18.726	19.138	19.557	19.989	20.469	
			Monthly	3,043.00	3,109.94	3,178.03	3,248.26	3,326.25	
			Annual	36,516.04	37,319.23	38,136.39	38,979.16	39,915.05	
NO MATCH	CRP - Adult & Pediatric	1950	Hourly	19.533	19.964	20.404	20.851	21.311	21.821
			Monthly	3,174.15	3,244.19	3,315.58	3,388.34	3,463.03	3,545.87
			Annual	38,089.83	38,930.27	39,787.01	40,660.04	41,556.35	42,550.44

SCHEDULE "A" – EFFECTIVE APRIL 1, 2009

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
NO	CRP - Ethics & Regulatory Affairs	1950	Hourly	20.179	20.591	21.012	21.441	21.878	22.296
MATCH			Monthly	3,279.11	3,346.04	3,414.53	3,484.18	3,555.18	3,623.09
			Annual	39,349.33	40,152.52	40,974.33	41,810.11	42,662.19	43,477.02
NO	Pediatric Protocol Manager	1950	Hourly	18.726	19.138	19.557	19.989	20.469	
MATCH			Monthly	3,043.00	3,109.94	3,178.03	3,248.26	3,326.25	
			Annual	36,516.04	37,319.23	38,136.39	38,979.16	39,915.05	
NO	Senior Cancer Registrar Quality Control Coordinator	1950	Hourly	23.104	23.522	23.940	24.358	24.776	25.193
MATCH			Monthly	3,754.43	3,822.33	3,890.23	3,958.14	4,026.04	4,093.94
			Annual	45,053.14	45,867.97	46,682.80	47,497.63	48,312.46	49,127.29
NO	Senior Clinical Research Professional	1950	Hourly	23.104	23.522	23.940	24.358	24.776	25.193
MATCH			Monthly	3,754.43	3,822.33	3,890.23	3,958.14	4,026.04	4,093.94
			Annual	45,053.14	45,867.97	46,682.80	47,497.63	48,312.46	49,127.29

Rates include 2.9% increase (plus wage standardization where applicable) effective April 1, 2009.

CUPE LOCAL 1550 AND CANCERCARE MANITOBA

SCHEDULE "A" – EFFECTIVE APRIL 1, 2010

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
4 M	Senior Medical Transcriptionist	1950	Hourly	17.693	18.224	18.771	19.334	19.914	20.511
			Monthly	2,875.14	2,961.40	3,050.24	3,141.75	3,236.00	3,333.08
			Annual	34,501.73	35,536.78	36,602.89	37,700.97	38,832.00	39,996.96
5	Senior Communications Clerk	2015	Hourly	18.072	18.614	19.172	19.747	20.340	20.950
			Monthly	3,034.51	3,125.54	3,219.31	3,315.89	3,415.37	3,517.83
			Annual	36,414.11	37,506.53	38,631.73	39,790.68	40,984.40	42,213.93
13	Unit Assistant	2015	Hourly	16.564	17.060	17.572	18.099	18.642	19.202
			Monthly	2,781.29	2,864.73	2,950.67	3,039.19	3,130.37	3,224.28
			Annual	33,375.51	34,376.77	35,408.07	36,470.32	37,564.43	38,691.36
13	Unit Assistant - PIO	2015	Hourly	17.175	17.611	17.969	18.376	18.774	19.214
			Monthly	2,883.90	2,957.14	3,017.37	3,085.65	3,152.49	3,226.34
			Annual	34,606.86	35,485.65	36,208.48	37,027.85	37,829.90	38,716.11
13 B	Nursing Assistant	2015	Hourly	16.564	17.060	17.572	18.099	18.642	19.202
			Monthly	2,781.29	2,864.73	2,950.67	3,039.19	3,130.37	3,224.28
			Annual	33,375.51	34,376.77	35,408.07	36,470.32	37,564.43	38,691.36
13 B	Nursing Assistant - PIO	2015	Hourly	17.617	18.004	18.401	18.804	19.219	19.682
			Monthly	2,958.17	3,023.15	3,089.78	3,157.44	3,227.17	3,304.94
			Annual	35,498.02	36,277.79	37,077.36	37,889.31	38,726.02	39,659.26
14 B	Lab Aide - Research Lab	1950	Hourly	14.071	14.493	14.928	15.376	15.837	16.312
			Monthly	2,286.55	2,355.14	2,425.80	2,498.57	2,573.53	2,650.73
			Annual	27,438.55	28,261.70	29,109.55	29,982.84	30,882.33	31,808.80
14 B	Lab Aide - Research Lab - PIO	1950	Hourly	16.250	16.644	17.039	17.438	17.834	18.282
			Monthly	2,640.55	2,704.63	2,768.92	2,833.60	2,898.08	2,970.75
			Annual	31,686.62	32,455.61	33,226.99	34,003.17	34,776.95	35,648.95
16	Clerk II - Data Entry Operator Clerk II - Mail Courier Clerk II - Receptionist	1950	Hourly	15.112	15.565	16.032	16.513	17.008	17.519
			Monthly	2,455.65	2,529.32	2,605.20	2,683.36	2,763.86	2,846.77
			Annual	29,467.82	30,351.85	31,262.41	32,200.28	33,166.29	34,161.28
16	Clerk II - Data Entry Operator - PIO Clerk II - Mail Courier - PIO Clerk II - Receptionist - PIO	1950	Hourly	16.250	16.644	17.039	17.438	17.834	18.282
			Monthly	2,640.55	2,704.63	2,768.92	2,833.60	2,898.08	2,970.75
			Annual	31,686.62	32,455.61	33,226.99	34,003.17	34,776.95	35,648.95

SCHEDULE "A" – EFFECTIVE APRIL 1, 2010

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
16 A	Clerk II - Cervical Screening	1950	Hourly	15.697	16.168	16.653	17.152	17.667	18.197
	Clerk II - Colorectal Screening		Monthly	2,550.71	2,627.23	2,706.05	2,787.23	2,870.85	2,956.97
	Clerk II - Patient Navigation		Annual	30,608.51	31,526.76	32,472.57	33,446.74	34,450.14	35,483.65
16 B	Clerk - Records Control	1950	Hourly	16.293	16.782	17.286	17.804	18.338	18.888
	Clerk - Records Processing		Monthly	2,647.66	2,727.09	2,808.90	2,893.17	2,979.97	3,069.36
	Clerk - Registry		Annual	31,771.93	32,725.09	33,706.84	34,718.04	35,759.58	36,832.37
16 C	Accounting Clerk	1950	Hourly	16.912	17.420	17.942	18.480	19.035	19.606
	Float Clerk		Monthly	2,748.23	2,830.68	2,915.60	3,003.06	3,093.16	3,185.95
	Intake Coordinator		Annual	32,978.74	33,968.11	34,987.15	36,036.76	37,117.87	38,231.40
	Patient Registration								
16 D	Library (Supervisor) - PIO	1950	Hourly	18.272	19.464	20.657	21.847	23.038	24.259
			Monthly	2,969.15	3,162.85	3,356.72	3,550.06	3,743.75	3,942.05
			Annual	35,629.83	37,954.17	40,280.62	42,600.70	44,925.04	47,304.61
16 E	Communications Clerk	2015	Hourly	16.564	17.060	17.572	18.099	18.642	19.202
			Monthly	2,781.29	2,864.73	2,950.67	3,039.19	3,130.37	3,224.28
			Annual	33,375.51	34,376.77	35,408.07	36,470.32	37,564.43	38,691.36
16 E	Communications Clerk - PIO	2015	Hourly	17.175	17.611	17.969	18.376	18.774	19.214
			Monthly	2,883.90	2,957.14	3,017.37	3,085.65	3,152.49	3,226.34
			Annual	34,606.86	35,485.65	36,208.48	37,027.85	37,829.90	38,716.11
16 F	Cancer Registrar I Senior Registry Processing	1950	Hourly	18.017	18.558	19.115	19.688	20.279	20.887
			Monthly	2,927.84	3,015.67	3,106.14	3,199.33	3,295.31	3,394.17
			Annual	35,134.07	36,188.09	37,273.73	38,391.95	39,543.70	40,730.02
16 G	Library Technician	1950	Hourly	17.494	18.019	18.559	19.116	19.690	20.280
			Monthly	2,842.77	2,928.05	3,015.89	3,106.37	3,199.56	3,295.55
			Annual	34,113.23	35,136.63	36,190.73	37,276.45	38,394.75	39,546.59
16 H	Secretary - Pediatrics Secretary - Radiation Protection Secretary - Social Work	1950	Hourly	16.325	16.815	17.319	17.839	18.374	18.925
			Monthly	2,652.83	2,732.41	2,814.38	2,898.82	2,985.78	3,075.35
			Annual	31,833.92	32,788.94	33,772.61	34,785.79	35,829.36	36,904.24
16 H	Secretary - Pediatrics - PIO Secretary - Radiation Protection - PIO Secretary - Social Work - PIO	1950	Hourly	17.175	17.611	17.969	18.376	18.774	19.214
			Monthly	2,790.88	2,861.75	2,920.04	2,986.12	3,050.80	3,122.27
			Annual	33,490.51	34,340.95	35,040.46	35,833.41	36,609.58	37,467.21

SCHEDULE "A" – EFFECTIVE APRIL 1, 2010

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	
16 I	Secretary - Hope, CIO, Info Services	1950	Hourly	16.978	17.487	18.012	18.552	19.109	19.682	
	Secretary - Medical Oncology		Monthly	2,758.91	2,841.67	2,926.92	3,014.73	3,105.17	3,198.33	
	Secretary - Medical Physics		Annual	33,106.87	34,100.07	35,123.07	36,176.77	37,262.07	38,379.93	
	Secretary - Nursing									
	Secretary - Radiation Oncology									
	Secretary - Radiation Therapy School									
16 I	Secretary - Med. Physics - PIO	1950	Hourly	17.617	18.004	18.401	18.804	19.219	19.682	
	Secretary - Rad. Oncology - PIO		Monthly	2,862.74	2,925.63	2,990.11	3,055.59	3,123.07	3,198.33	
			Annual	34,352.92	35,107.54	35,881.32	36,667.08	37,476.79	38,379.93	
16 K	Medical Transcriptionist	1950	Hourly	16.851	17.356	17.877	18.413	18.966	19.535	
			Monthly	2,738.24	2,820.39	2,905.00	2,992.15	3,081.91	3,174.37	
			Annual	32,858.89	33,844.66	34,860.00	35,905.80	36,982.97	38,092.46	
16 L	Medical Legal Correspondent	1950	Hourly	18.606	19.164	19.739	20.331	20.941	21.569	
			Monthly	3,023.41	3,114.12	3,207.54	3,303.77	3,402.88	3,504.96	
			Annual	36,280.96	37,369.39	38,490.47	39,645.18	40,834.54	42,059.57	
16 N	Secretary - Pediatric Oncology Secretary Supervisor - Radiation Oncology	1950	Hourly	18.379	18.930	19.498	20.083	20.686	21.306	
			Monthly	2,986.56	3,076.16	3,168.44	3,263.50	3,361.40	3,462.24	
			Annual	35,838.73	36,913.90	38,021.31	39,161.95	40,336.81	41,546.92	
16 N	Secretary (Senior) - Pediatric Oncology - PIO Secretary (Supervisor) - Radiation Oncology - PIO	1950	Hourly	19.270	19.694	20.127	20.570	21.021	21.527	
			Monthly	3,131.45	3,200.32	3,270.59	3,342.66	3,415.93	3,498.18	
			Annual	37,577.40	38,403.89	39,247.14	40,111.95	40,991.14	41,978.12	
16 O	Quality Control Technician	1950	Hourly	19.419	20.002	20.602	21.220	21.857	22.513	
			Monthly	3,155.67	3,250.34	3,347.85	3,448.28	3,551.73	3,658.28	
			Annual	37,868.01	39,004.05	40,174.17	41,379.39	42,620.77	43,899.40	
16 Q	Cancer Registrar II	1950	Hourly	18.169	18.714	19.276	19.854	20.449	21.063	
			Monthly	2,952.46	3,041.04	3,132.27	3,226.24	3,323.02	3,422.72	
			Annual	35,429.57	36,492.46	37,587.24	38,714.85	39,876.30	41,072.59	
16 Q	Cancer Registrar II - PIO	1950	Hourly	19.269	19.693	20.124	20.569	21.063	0.000	
			Monthly	3,131.25	3,200.12	3,270.20	3,342.46	3,422.72		
			Annual	37,575.01	38,401.49	39,242.35	40,109.56	41,072.59		
NO MATCH	CRP - Adult & Pediatric	1950	Hourly	20.100	20.543	20.995	21.456	21.929	22.454	
			Monthly	3,266.20	3,338.27	3,411.74	3,486.60	3,563.46	3,648.70	
			Annual	39,194.44	40,059.25	40,940.83	41,839.18	42,761.49	43,784.41	

SCHEDULE "A" – EFFECTIVE APRIL 1, 2010

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
NO	CRP - Ethics & Regulatory Affairs	1950	Hourly	20.764	21.188	21.622	22.063	22.513	22.942
MATCH			Monthly	3,374.20	3,443.08	3,513.55	3,585.22	3,658.28	3,728.15
			Annual	40,490.46	41,316.94	42,162.59	43,022.61	43,899.40	44,737.86
NO	Pediatric Protocol Manager	1950	Hourly	19.269	19.693	20.124	20.569	21.063	0.000
MATCH			Monthly	3,131.25	3,200.12	3,270.20	3,342.46	3,422.72	
			Annual	37,575.01	38,401.49	39,242.35	40,109.56	41,072.59	
NO	Senior Cancer Registrar Quality Control Coordinator	1950	Hourly	23.774	24.204	24.634	25.064	25.494	25.924
MATCH			Monthly	3,863.31	3,933.18	4,003.05	4,072.92	4,142.79	4,212.67
			Annual	46,359.68	47,198.14	48,036.60	48,875.06	49,713.52	50,551.98
NO	Senior Clinical Research Professional	1950	Hourly	23.774	24.204	24.634	25.064	25.494	25.924
MATCH			Monthly	3,863.31	3,933.18	4,003.05	4,072.92	4,142.79	4,212.67
			Annual	46,359.68	47,198.14	48,036.60	48,875.06	49,713.52	50,551.98

Rates include 2.9% increase effective April 1, 2010.

CUPE LOCAL 1550 AND CANCERCARE MANITOBA

SCHEDULE "A" – EFFECTIVE APRIL 1, 2011

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	
4 M	Senior Medical Transcriptionist	1950	Hourly	18.206	18.752	19.315	19.895	20.491	21.106	
			Monthly	2,958.52	3,047.28	3,138.70	3,232.86	3,329.84	3,429.74	
			Annual	35,502.28	36,567.35	37,664.37	38,794.30	39,958.13	41,156.87	
5	Senior Communications Clerk	2015	Hourly	18.596	19.153	19.728	20.320	20.930	21.557	
			Monthly	3,122.51	3,216.19	3,312.67	3,412.05	3,514.41	3,619.84	
			Annual	37,470.12	38,594.22	39,752.05	40,944.61	42,172.95	43,438.14	
13	Unit Assistant	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759	
			Monthly	2,861.95	2,947.81	3,036.24	3,127.33	3,221.15	3,317.78	
			Annual	34,343.40	35,373.70	36,434.91	37,527.96	38,653.79	39,813.41	
13	Unit Assistant - PIO	2015	Hourly	17.673	18.121	18.491	18.909	19.319	19.771	
			Monthly	2,967.54	3,042.89	3,104.88	3,175.14	3,243.91	3,319.91	
			Annual	35,610.46	36,514.73	37,258.52	38,101.66	38,926.97	39,838.88	
13 B	Nursing Assistant	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759	
			Monthly	2,861.95	2,947.81	3,036.24	3,127.33	3,221.15	3,317.78	
			Annual	34,343.40	35,373.70	36,434.91	37,527.96	38,653.79	39,813.41	
13 B	Nursing Assistant - PIO	2015	Hourly	18.128	18.526	18.934	19.349	19.776	20.253	
			Monthly	3,043.96	3,110.82	3,179.38	3,249.01	3,320.76	3,400.78	
			Annual	36,527.47	37,329.85	38,152.61	38,988.10	39,849.07	40,809.38	
14 B	Lab Aide - Research Lab	1950	Hourly	14.479	14.913	15.361	15.822	16.296	16.785	
			Monthly	2,352.86	2,423.44	2,496.14	2,571.03	2,648.16	2,727.60	
			Annual	28,234.26	29,081.29	29,953.73	30,852.34	31,777.91	32,731.25	
14 B	Lab Aide - Research Lab - PIO	1950	Hourly	16.721	17.127	17.534	17.943	18.352	18.812	
			Monthly	2,717.13	2,783.07	2,849.21	2,915.77	2,982.12	3,056.90	
			Annual	32,605.53	33,396.82	34,190.57	34,989.26	35,785.48	36,682.76	
16	Clerk II - Data Entry Operator	1950	Hourly	15.550	16.016	16.497	16.992	17.502	18.027	
			Clerk II - Mail Courier	Monthly	2,526.87	2,602.67	2,680.75	2,761.17	2,844.01	2,929.33
			Clerk II - Receptionist	Annual	30,322.38	31,232.06	32,169.02	33,134.09	34,128.11	35,151.95
16	Clerk II - Data Entry Operator - PIO	1950	Hourly	16.721	17.127	17.534	17.943	18.352	18.812	
			Clerk II - Mail Courier - PIO	Monthly	2,717.13	2,783.07	2,849.21	2,915.77	2,982.12	3,056.90
			Clerk II - Receptionist - PIO	Annual	32,605.53	33,396.82	34,190.57	34,989.26	35,785.48	36,682.76

SCHEDULE "A" – EFFECTIVE APRIL 1, 2011

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
16 A	Clerk II - Cervical Screening	1950	Hourly	16.152	16.636	17.136	17.650	18.179	18.724
	Clerk II - Colorectal Screening		Monthly	2,624.68	2,703.42	2,784.52	2,868.06	2,954.10	3,042.72
	Clerk II - Patient Navigation		Annual	31,496.15	32,441.04	33,414.27	34,416.70	35,449.20	36,512.67
16 B	Clerk - Records Control	1950	Hourly	16.766	17.269	17.787	18.320	18.870	19.436
	Clerk - Records Processing		Monthly	2,724.44	2,806.18	2,890.36	2,977.07	3,066.38	3,158.38
	Clerk - Registry		Annual	32,693.31	33,674.11	34,684.34	35,724.87	36,796.61	37,900.51
16 C	Accounting Clerk	1950	Hourly	17.403	17.925	18.462	19.016	19.587	20.174
	Float Clerk		Monthly	2,827.93	2,912.77	3,000.15	3,090.15	3,182.86	3,278.34
	Intake Coordinator		Annual	33,935.13	34,953.18	36,001.78	37,081.83	38,194.29	39,340.11
	Patient Registration								
16 D	Library (Supervisor) - PIO	1950	Hourly	18.802	20.028	21.256	22.480	23.707	24.962
			Monthly	3,055.26	3,254.57	3,454.06	3,653.01	3,852.32	4,056.37
			Annual	36,663.10	39,054.84	41,448.76	43,836.12	46,227.86	48,676.44
16 E	Communications Clerk	2015	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
			Monthly	2,861.95	2,947.81	3,036.24	3,127.33	3,221.15	3,317.78
			Annual	34,343.40	35,373.70	36,434.91	37,527.96	38,653.79	39,813.41
16 E	Communications Clerk - PIO	2015	Hourly	17.673	18.121	18.491	18.909	19.319	19.771
			Monthly	2,967.54	3,042.89	3,104.88	3,175.14	3,243.91	3,319.91
			Annual	35,610.46	36,514.73	37,258.52	38,101.66	38,926.97	39,838.88
16 F	Cancer Registrar I Senior Registry Processing	1950	Hourly	18.540	19.096	19.669	20.259	20.867	21.493
			Monthly	3,012.75	3,103.13	3,196.22	3,292.11	3,390.87	3,492.60
			Annual	36,152.96	37,237.55	38,354.67	39,505.31	40,690.47	41,911.19
16 G	Library Technician	1950	Hourly	18.001	18.541	19.098	19.670	20.261	20.868
			Monthly	2,925.21	3,012.97	3,103.36	3,196.46	3,292.35	3,391.12
			Annual	35,102.52	36,155.59	37,240.26	38,357.47	39,508.19	40,693.44
16 H	Secretary - Pediatrics Secretary - Radiation Protection Secretary - Social Work	1950	Hourly	16.799	17.302	17.822	18.356	18.907	19.474
			Monthly	2,729.76	2,811.65	2,896.00	2,982.88	3,072.37	3,164.54
			Annual	32,757.11	33,739.82	34,752.01	35,794.57	36,868.41	37,974.46
16 H	Secretary - Pediatrics - PIO Secretary - Radiation Protection - PIO Secretary - Social Work - PIO	1950	Hourly	17.673	18.121	18.491	18.909	19.319	19.771
			Monthly	2,871.81	2,944.74	3,004.72	3,072.71	3,139.27	3,212.81
			Annual	34,461.73	35,336.83	36,056.64	36,872.58	37,671.26	38,553.76

SCHEDULE "A" – EFFECTIVE APRIL 1, 2011

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
16 I	Secretary - Hope, CIO, Info Services	1950	Hourly	17.470	17.994	18.534	19.090	19.663	20.253
	Secretary - Medical Oncology		Monthly	2,838.91	2,924.08	3,011.80	3,102.16	3,195.22	3,291.08
	Secretary - Medical Physics		Annual	34,066.96	35,088.97	36,141.64	37,225.89	38,342.67	39,492.95
	Secretary - Nursing								
	Secretary - Radiation Oncology								
	Secretary - Radiation Therapy School								
16 I	Secretary - Med. Physics - PIO	1950	Hourly	18.128	18.526	18.934	19.349	19.776	20.253
	Secretary - Rad. Oncology - PIO		Monthly	2,945.76	3,010.47	3,076.82	3,144.20	3,213.63	3,291.08
			Annual	35,349.16	36,125.66	36,921.88	37,730.42	38,563.62	39,492.95
16 K	Medical Transcriptionist	1950	Hourly	17.339	17.860	18.395	18.947	19.516	20.101
			Monthly	2,817.65	2,902.18	2,989.24	3,078.92	3,171.29	3,266.43
			Annual	33,811.80	34,826.15	35,870.94	36,947.06	38,055.48	39,197.14
16 L	Medical Legal Correspondent	1950	Hourly	19.145	19.720	20.311	20.920	21.548	22.195
			Monthly	3,111.09	3,204.42	3,300.56	3,399.57	3,501.56	3,606.61
			Annual	37,333.11	38,453.10	39,606.69	40,794.89	42,018.74	43,279.30
16 N	Secretary - Pediatric Oncology	1950	Hourly	18.912	19.479	20.064	20.665	21.285	21.924
	Secretary Supervisor - Radiation Oncology		Monthly	3,073.17	3,165.37	3,260.33	3,358.14	3,458.88	3,562.65
			Annual	36,878.06	37,984.40	39,123.93	40,297.65	41,506.58	42,751.78
16 N	Secretary (Senior) - Pediatric Oncology - PIO	1950	Hourly	19.829	20.265	20.710	21.167	21.631	22.152
	Secretary (Supervisor) - Radiation Oncology - PIO		Monthly	3,222.26	3,293.13	3,365.44	3,439.60	3,514.99	3,599.62
			Annual	38,667.15	39,517.60	40,385.31	41,275.20	42,179.88	43,195.49
16 O	Quality Control Technician	1950	Hourly	19.983	20.582	21.200	21.836	22.491	23.165
			Monthly	3,247.18	3,344.60	3,444.93	3,548.28	3,654.73	3,764.37
			Annual	38,966.18	40,135.16	41,339.22	42,579.39	43,856.78	45,172.48
16 Q	Cancer Registrar II	1950	Hourly	18.696	19.257	19.834	20.430	21.042	21.674
			Monthly	3,038.09	3,129.23	3,223.11	3,319.80	3,419.39	3,521.97
			Annual	36,457.03	37,550.74	38,677.27	39,837.58	41,032.71	42,263.69
16 Q	Cancer Registrar II - PIO	1950	Hourly	19.828	20.264	20.708	21.166	21.674	
			Monthly	3,222.06	3,292.93	3,365.03	3,439.39	3,521.97	
			Annual	38,664.68	39,515.13	40,380.38	41,272.73	42,263.69	
NO MATCH	CRP - Adult & Pediatric	1950	Hourly	20.683	21.139	21.604	22.078	22.565	23.105
			Monthly	3,360.92	3,435.08	3,510.68	3,587.71	3,666.80	3,754.51
			Annual	40,331.07	41,220.97	42,128.11	43,052.52	44,001.57	45,054.16

SCHEDULE "A" – EFFECTIVE APRIL 1, 2011

Stand Group #	Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
NO	CRP - Ethics & Regulatory Affairs	1950	Hourly	21.367	21.803	22.249	22.703	23.165	23.608
MATCH			Monthly	3,472.06	3,542.93	3,615.44	3,689.19	3,764.37	3,836.27
			Annual	41,664.68	42,515.13	43,385.30	44,270.26	45,172.48	46,035.26
NO	Pediatric Protocol Manager	1950	Hourly	19.828	20.264	20.708	21.166	21.674	
MATCH			Monthly	3,222.06	3,292.93	3,365.03	3,439.39	3,521.97	
			Annual	38,664.68	39,515.13	40,380.38	41,272.73	42,263.69	
NO	Senior Cancer Registrar Quality Control Coordinator	1950	Hourly	24.464	24.906	25.349	25.791	26.233	26.676
MATCH			Monthly	3,975.34	4,047.24	4,119.14	4,191.04	4,262.93	4,334.83
			Annual	47,704.11	48,566.89	49,429.66	50,292.44	51,155.21	52,017.99
NO	Senior Clinical Research Professional	1950	Hourly	24.464	24.906	25.349	25.791	26.233	26.676
MATCH			Monthly	3,975.34	4,047.24	4,119.14	4,191.04	4,262.93	4,334.83
			Annual	47,704.11	48,566.89	49,429.66	50,292.44	51,155.21	52,017.99

Rates include 2.9% increase effective April 1, 2011