


# COLLECTIVE AGREEMENT

SOURCE	<i>Union</i>		
EFF.	<i>85</i>	<i>04</i>	<i>01</i>
TERM.	<i>88</i>	<i>12</i>	<i>31</i>
No. OF EMPLOYEES	<i>400</i>		
NOMBRE D'EMPLOYÉS	<i>Riv</i>		



between

St. Amant Centre Inc.

and

**THE MANITOBA GOVERNMENT  
EMPLOYEES' ASSOCIATION**

(Institutional Employees' Union Component)

April 1, 1985 — March 31, 1988

*DEC 3 0 1987*

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THIS AGREEMENT made this 2nd day of August, 1985.

between

ST. AMANT CENTRE INC. (St. Boniface Sanitorium)  
440 River Road, Winnipeg, Manitoba, hereinafter referred to as the "Employer,"

OF THE ONE PART,

and

MANITOBA GOVERNMENT EMPLOYEES' ASSOCIATION (INSTITUTIONAL EMPLOYEES' UNION COMPONENT), hereinafter referred to as the "Union"

OF THE OTHER PART.

#### PREAMBLE

The primary purpose and concern of the Employer is service to the individual patient rendered both directly through the medical and nursing corps which comprises all the other workers in the Centre. This service is influenced, inspired and motivated by all the considerations with which Christian charity has ennobled and **supernaturalized** the service of one human being to another. It is clearly understood that at all times and under all circumstances first considerations will **be** given to the welfare of patients and to the dictates of social justice.

#### ARTICLE 1 CLARIFICATION OF TERMS

In this Agreement:

**1.01** The word "employee" shall mean a person covered by this Agreement.

**1.02** The words "full-time employee" shall mean a person covered by this Agreement who **regularly** and **recur-**

ringly works the full prescribed bi-weekly working hours, exclusive of overtime.

**1.03** The words “part-time employee” shall mean a person employed on a regular and recurring basis for less than the full prescribed bi-weekly working hours.

**1.04** The words “casual employee” shall mean either full-time or part-time employees temporarily employed to replace absent, sick or vacationing employees.

However, where possible, preference will be given to part-time employees on a seniority basis when such work is available.

**1.05** The masculine shall be construed as including the feminine, the feminine shall be construed as including the masculine and the singular the plural, where required.

**1.06** The words “Executive Director” shall mean the Executive Director of the Centre or his duly delegated or appointed assistants.

**1.07** The words “leave of absence” shall mean a period of absence from work with or without pay granted to the employee, at the discretion of the Employer.

**1.08** The words “departmental seniority” shall mean that period of time from which the employee entered the service of the Employer in his current department to the last time his name appeared on the payroll. For this purpose, departments will be as outlined in Schedule “A”.

**1.09** The words “institutional seniority” shall mean that period of time from the date the employee last entered the service of the Employer to the last time his name appeared on the payroll.

**1.10** The word “promotion” shall mean a change of position which results in the advancement by the employee of at least one (I) grade on the wage classification schedule.

**1.11** The word “demotion” shall mean a change of position which results in the loss of at least one (I) grade on the wage classification schedule.

**1.12** The word “transfer” shall mean a change by an employee from one position in the wage classification schedule to another position in the same grade on that schedule or to a lower grade on that schedule.

**1.13** The word “week” shall mean a seven (7) day period which commences on a Monday and ends on a Sunday.

## ARTICLE 2 PURPOSE

**2.01** To furnish the machinery through which the Employer and the employee may cultivate friendly relations and obtain a clearer insight into their individual problems.

**2.02** To set forth the terms and conditions of employment relating to remuneration, hours or work, employee benefits and general working conditions affecting all employees covered by this Agreement.

**2.03** To provide for an amicable means of settling disputes and grievances.

## ARTICLE 3 RECOGNITION AND SCOPE

**3.01** The Employer **recognizes** the Manitoba Government Employees’ Association (Institutional Employees’ Union Component) as the sole bargaining agent for the employee groups laid out in the Manitoba Labour Board Certification No. **MLB-3712**.

**3.02** The Union and its members **recognize** that the Employer is a charitable **organization** devoted to the care of the sick and therefore its purpose cannot be compared to commercial or industrial enterprises.

## ARTICLE 4 MANAGEMENT RIGHTS

**4.01** The Union **recognizes** the sole right of the Centre to exercise its function of Management, under which it

shall have, among others, the right to direct the work of its employees, the right to hire, promote, demote, discipline, suspend, discharge for just and reasonable cause, assign to jobs, increase or decrease the working force, determine the methods, duties, schedule of work and to determine job content and classification, to determine the number of employees on a job or machine, to set volume level or quality of work performance, designate the place of work.

**4.02** The Employer agrees not to preclude by the foregoing any of the employees' rights, as are stated in this Agreement, or direct the working forces in a manner contrary to the application or interpretation of this Agreement.

#### **ARTICLE 5 UNION SECURITY AND DUES CHECK-OFF**

**5.01** Every employee within the scope of this Agreement, who is a voluntary member of the Union or who hereinafter becomes a member of the Union, shall maintain his membership in the Union as a condition of his employment.

**5.02** Every employee entering the bargaining unit shall, at the date of entering the bargaining unit, sign an application for membership card.

**5.03** The Employer agrees to deduct the monthly union dues each month from the wages of all employees who are liable for such dues under the terms of this Agreement, and to pay the same to the Manitoba Government Employees' Association on or before the **15th** day of the following month. The Union will notify the Employer of any changes in the union dues not later than the **25th** of the month.

**5.04** Provided he shall not be responsible for any errors or omissions or subject to any penalties for failure to comply with this Article, the Employer shall provide to the Union on the **15th** day of each calendar month, the names, addresses and telephone numbers of all employees hired



during the preceding calendar month, along with the department into which they were hired and the date of hiring of same.

**5.05** Dues will be checked off during leave of absence and during the periods of sick leave, provided that the Employer shall not be responsible for failing or omitting to check off such dues.

**5.06** Persons whose positions are excluded from this Agreement shall be permitted to perform work similar to those employees within the bargaining unit where this is for experimentation, instruction or for resolving emergencies.

**5.07** Should an employee be promoted or transferred to a position outside the bargaining unit and he is returned to the position he held within the scope of the Agreement within a period of three (3) months from the date of promotion or transfer, he must pay the appropriate Union dues for the period that he was out of scope.

**5.08** Union local officers and stewards may visit employees for the purpose of investigating complaints and the administration of the Collective Agreement but only with the prior authorization of the Supervisor(s) of the employees involved. Such authorization shall not be unreasonably withheld. To the extent possible and practical, all such union activities shall be conducted during off hours.

#### **ARTICLE 6 PROBATIONARY PERIOD**

**6.01** All new full-time employees shall be on a probation of three (3) months from the day of their employment and part-time employees will be on a probation of six (6) months from the day of their employment. During this period, the Employer may, in its sole discretion, dismiss, suspend, discipline or demote such employees and such dismissal, suspension, discipline or demotion shall not be the subject of a grievance.

**ARTICLE 7  
GRIEVANCE DEFINITION**

**7.01** For the purpose of this Agreement, grievance shall hereinafter mean any dispute regarding the interpretation, application, operation or alleged violation of this Agreement.

**ARTICLE 8  
GRIEVANCE AND ARBITRATION PROCEDURE**

**8.01** Employees shall take their grievance to the steward of their department or his designate or, in the absence of both the aforementioned, a member of the Grievance Committee of the Union who shall, if the grievance is considered to be of a bona fide nature, discuss the matter with the head of the department concerned within seven (7) days of the occurrence of the incident.

**8.02** If the matter is not settled within seven (7) days after being referred to the department head, the Grievance Committee of the Union may submit the grievance in writing to the Personnel Director within two (2) days thereafter.

**8.03** If the matter is not settled within ten (10) days after completion of Article 8.02 above, the Grievance Committee may submit the grievance in writing to the Executive Director or his appointee within two (2) days thereafter.

**8.04** If the matter is not settled within ten (10) days after completion of Article 8.03 above, it shall be referred to arbitration, the Union and the Employer each naming one (1) arbitrator within five (5) days. A third arbitrator shall be appointed by the first two (2) named arbitrators in writing, before they enter into the business of arbitration. If the first two (2) named arbitrators cannot, within the aforesaid five (5) days, agree upon the choice of a third arbitrator, then the Minister of Labour for the Province of Manitoba shall name the third arbitrator. The decision of the majority of arbitrators shall be final and binding on all parties.

**8.05** Any costs incurred by either of the parties hereto, preceding or during arbitration proceedings, shall be borne by the respective parties incurring such costs, but the costs of the third arbitrator shall be borne by the parties hereto in equal shares.

**8.06** Failure to comply with the time limits set down in the grievance procedure shall result in the grievance being deemed to have been settled.

#### **ARTICLE 9 SENIORITY**

**9.01** Seniority shall not be broken by reason of an employee's service in the Armed Forces in time of war, provided the employee is **re-employed** by his Employer within two **(2)** calendar months from the termination of his service in the Armed Forces.

**9.02** An employee's seniority shall continue to accumulate during an employee's approved leave of absence.

**9.03** A seniority roster of all employees showing the date of entry into the service of the Employer and the date of entry into the department in which the employee is presently employed shall be prepared by the Employer at an effective date of December **31st** of each year. This roster will be posted on the employees' bulletin boards and in the employees' lounge by no later than March **31st** of each year. The roster shall be open for correction for a period of twenty **(20)** calendar days from the date of the initial posting, on presentation of proof of error by an employee or the Union Representative. At the expiration of the twenty **(20)** days, the seniority list, as corrected within such twenty **(20)** days, shall be considered to be the accurate seniority list and shall not be subject to further changes until the next posting.

**9.04** Should an employee be promoted or transferred to a **position** outside of the **bargaining** unit and he is returned to the position he held with the **scope** of the Agreement within a period of three **(3)** months from the date of promotion or transfer, he will **re-enter** the bargaining unit

with full seniority. By mutual agreement between the Employer and the employee, the probationary period may be extended a further three (3) months.

**9.05** It is understood by both parties that seniority within the existing departments will not be affected during the life of this Agreement. The Employer reserves exclusively the right to cancel existing departments, to separate single departments into more than one department, to combine single departments into larger departments, according to the needs of its operations.

#### **ARTICLE 10 PROMOTIONS**

**10.01** In order to be eligible for a promotion, an employee must first possess the qualifications prescribed by the Employer for the position concerned. Where more than one (1) employee possesses the required qualifications for a promotion and these employees have sufficient ability, the promotion shall be based on institutional seniority.

Where there is concern by Management of an employee's ability, the employee must be given a fair trial period before an assessment of the employee's ability is made.

**10.02** Employees with less than six (6) months service in a given position will be eligible for promotion or transfer solely at the discretion of the Employer.

**10.03** The promotion of an employee shall be on a three (3) month trial basis.

**10.04** Employees declining promotions shall not lose their seniority.

#### **ARTICLE 11 TRANSFERS**

**11.01** The Employer may effect the temporary transfer of an employee for no more than four (4) weeks in any fifty-two (52) week period.

**11.02** An employee may apply for a transfer to any position bulletined under Article 25 and be considered in the same manner as he would if the bulletined position represented a promotion for him.

**11.03** The transfer of an employee shall be on a three (3) month trial basis.

## **ARTICLE 12 LAYOFFS**

**12.01** There shall be no layoff of employees during the term of this Agreement.

## **ARTICLE 13 REHIRINGS**

**13.01** When working forces are increased or when vacancies occur which are to be filled by the Employer, employees who had established seniority before being laid-off will be recalled for work in order of their institutional seniority subject to qualifications and ability.

Where there is concern by Management of an employee's ability, the employee must be given a fair trial period before an assessment of the employee's ability is made.

**13.02** To qualify for recall, employees must file their name and current address with the Personnel Director.

**13.03** A person who is laid-off by the Employer must communicate with the Employer within forty-eight (48) hours (two (2) normal business days) of his notice of recall being received at his recorded address and must be prepared to begin work at the time designated by the Employer. A copy of the letter of notice of recall will be mailed to the Union Office at the same time.

**13.04** Should an employee being recalled be required to give notice at his present place of employment, the necessary time, not to exceed two (2) weeks, shall be given by Management.

**13.05** The right to be rehired under this Agreement by a person who has been laid-off by the Employer will be terminated under the following circumstances:

- a) if he did not communicate with the Employer within the time limit above;
- b) if he did not report for work when instructed to do so;
- c) if he has been laid-off more than six (6) months without being recalled for a permanent position.

**ARTICLE 14  
LEAVE OF ABSENCE**

**14.01** Leave of absence with or without pay may be granted to an employee for good and sufficient reason at the discretion of the Employer.

**14.02** Employees elected or appointed to do Union work shall be granted reasonable leave of absence without pay for such purpose, provided arrangements approved by the Employer can be made to replace such employees at no extra cost to the Employer.

Employees required to be absent from work on approved Union business shall continue to be paid in the regular manner by the Employer. The Union shall reimburse the Employer for the monies paid to the employee for the time not worked.

**14.03** Upon request, a leave of absence with regular pay up to four (4) days shall be allowed to an employee in the event of the death of his spouse, son, daughter, (step-children and adopted), mother, -father, (step or foster), brother and sister.

Upon request, a leave of absence with regular pay up to two (2) days shall be allowed to an employee in the event of the death of his father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Such days may be taken only in the period which extends from the date of death up to and including the day following interment.

In addition to the above, one **(1)** extra **day** shall be allowed if needed for travel when an employee is required **to attend a** funeral more than three **hundred** and twenty **(320)** kilometers or two hundred **(200)** miles from the **city of Winnipeg**.

Upon approval, the time required to attend a funeral as a pallbearer or as a mourner shall be granted at regular pay provided the time required does not exceed one **(1)** day.

Such time off work will not be considered as needed during periods an employee is not scheduled to be on duty, i.e., days off, vacation, leave of absence and sick leave.

**14.04** An employee who is absent from work for more than two **(2)** days without notifying the supervisor of his department of his reasons for his absence shall, at the discretion of the Employer, be considered to have resigned from the service of the Employer effective from the last day worked. Similarly, any employee who does not return from an approved leave of absence within two **(2)** days of the agreed date shall, at the discretion of the Employer, be considered to have resigned. The dismissal of an employee by virtue of this Article may be the subject of a grievance, if the employee's absence and his failure to inform the Employer could not be avoided by the exercise of reasonable means and precautions. This Article does not permit an employee to **take** leaves of absence of two **(2)** days or less without obtaining prior permission as outlined in Article **14.01**.

**14.05** An employee who is unable to work by reason of an accident or illness which is not fully covered by sick leave shall, upon providing an acceptable medical certificate attesting to his inability to perform the normal duties of his job, have the privilege of arranging for an unpaid sick leave of absence for the period not covered by paid sick leave credits for a maximum period of time determinable as follows:

- a) if the employee's institutional seniority is less than six **(6)** months . . . . . Nil

- b) if the employee's institutional seniority is six (6) months but less than two (2) years . . . 2 Months
- c) if the employee's institutional seniority is two (2) years but less than three (3) years . . . 4 Months
- d) if the employee's institutional seniority is three (3) years or more..... 6 Months

If the employee is unable to resume his normal duties at the **expiry** of this unpaid sick leave of absence, his employment may, at the discretion of the Employer, be considered terminated. An employee so terminated who applied for **re-employment** immediately upon recovery from his illness will be given preference over new applicants, subject to his being approved as acceptable for employment by the Medical Officer of the Employer.

**14.06** An employee will be required to advise the Employer of an absence from work as required by Centre regulations and an employee failing to do so will be subject to suspension at a time designated by the Employer or to the withholding of sick leave remuneration unless his failure to advise was due to circumstances which could not be avoided by the exercise of reasonable means and precautions.

**14.07** An employee who wishes to resume his work following a period of absence or sickness is obliged to inform the Employer of his intention to do so in accordance with Centre regulations. An employee who does not give prior advice of his return to work as required by this Article may, at the discretion of the Employer, be obliged to take leave of absence without pay.

**14.08** An employee who is subpoenaed for jury **duty** or as a witness shall continue **to** receive his regular pay rate. The employee shall turn over to the Employer any monies he received for serving as a juror or as a witness on the days he is normally scheduled to work, provided this does not exceed his regular rate of pay.

**14.09** Two (2) days leave of absence with pay shall be granted to the father at the time of birth of a child.



**ARTICLE 15**  
**MATERNITY & ADOPTION LEAVE**

**15.01** The employee shall be granted at least four (4) and up to six (6) months maternity leave without pay. Maternity leaves of absence may be granted for longer periods of time at the discretion of the Employer. The employee must submit a written request for such leave of absence at least two (2) months before the intended date of leave and, unless otherwise mutually agreed, no later than the end of the fifth (5th) month of pregnancy.

**15.02** The Employer is entitled to require an employee to take a leave of absence without pay during or following pregnancy if she is unable to fulfill the requirements of the job.

**15.03** An employee returning to work following a maternity leave of absence shall be placed in her former position at her former rate of pay.

**15.04** If requested by the employee, unpaid maternity leave of longer or shorter duration may be granted at the discretion of the Employer.

**ARTICLE 16**  
**HOURS OF WORK AND REST DAYS**

**16.01** All full-time employees shall have a minimum of every second (2nd) weekend off.

**16.02** Adjustments in salaries, either for absence or other reasons, shall be made on an hourly basis. The hourly rate for each employee is to be determined by dividing the bi-weekly rate of pay by seventy-seven and one-half (77½).

**16.03** Seven and three-quarters (7¾) consecutive hours, exclusive of meal period, shall constitute a regular day's work and seventy-seven and one-half (77½) hours shall constitute a regular fortnight's work.

**ARTICLE 17**  
**WORKING CONDITIONS**

**17.01** In cases of emergency, an employee may be called upon to perform work not normally required of his job. However, an employee shall only be expected to carry on tasks which he has the ability to perform.

**17.02** When there is not sufficient work to keep an employee occupied in his department during normal hours of work, such employee may be employed at other work.

**ARTICLE 18**  
**OVERTIME**

**18.01** Time worked on any day in excess of seven and threequarters ( $7\frac{3}{4}$ ) hours, exclusive of meal period, shall be considered overtime and paid at the rate of time and one-half ( $1\frac{1}{2}$ ).

Time worked in excess of seventy-seven and one-half ( $77\frac{1}{2}$ ) straight time hours in a fortnight shall be considered overtime and paid at the rate of time and one-half ( $1\frac{1}{2}$ ) for the extra hours worked, except where such hours are due to the moving by the employee from one position to another, other than at the instance of the Employer.

For the purpose of this Article, a period will be taken to have been worked if the employee was entitled to remuneration for that period and the calculation of the time worked would include paid holidays and paid sick leave.

**18.02** Overtime must, in all cases, be approved by the supervisor of the department.

**18.03** When an employee is called from his home for emergency work after the regular day has been worked, he shall receive a minimum of three (**3**) hours pay at overtime rates for reporting or the actual time worked at overtime rates (whichever is greater).

**18.04** In the event of a disaster or general emergency, the question of whether employees who work emergency

overtime hours will receive remuneration for these extra periods of work will not be determined by the normal provisions of this Agreement, but rather by an understanding reached mutually between the Employer and the Union following that disaster or general emergency.

**18.05** Employees shall not be required to suspend work in one day to absorb overtime in another.

**18.06** An employee required to work overtime for a period in excess of one and one-half (1½) hours immediately following his regular hours of work shall be allowed a meal in the Centre cafeteria, if this time coincides with the normal cafeteria hours as laid down in the Centre policy. Financial reimbursement will not be made in the event that an employee does not wish to dine in the cafeteria or the cafeteria is closed.

**ARTICLE 19  
RECOGNIZED PAID HOLIDAYS**

**19.01** The following shall be **recognized** paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
First Monday in August	

plus any other statutory holidays as declared by the Federal, Provincial or local government authority.

**19.02** When an employee is required to work on a **recognized** holiday, he will be paid at the rate of time and one-half (1½ ×) for all hours worked. If the employee works fewer than two (2) hours, he will be paid a minimum of two (2) hours at the rate of time and one-half (1½ ×). Double time will be paid for all hours worked in excess of seven and three-quarter (7¾) hours on a holiday.

**19.03** The Employer alone shall have the right to determine which employees will be required to work on a **recognized** holiday.

**19.04** When a holiday falls on an employee's regular day off, he must take the holiday at a time mutually agreed to between the Employer and the employee in the twenty-one (21) day period following or preceding the holiday. Where mutually agreed to between the Employer and the employee, such a holiday may be paid for on a straight time basis. Where no agreement is reached within twenty-one (21) days following the holiday, the holiday shall be paid at straight time.

**19.05** When a recognized holiday occurs during a period of vacation, the employee shall be given a day off immediately preceding or following the vacation period. An alternative day off may be granted where mutually agreed to between the Employer and the employee.

**19.06** When a recognized holiday occurs during a period when an employee is on a leave of absence without pay, he shall be paid for the holiday if his leave of absence without pay does not exceed thirty (30) days.

**19.07** When an employee is on a leave of absence with pay due to sickness and a recognized paid holiday occurs during that period, he shall receive seven and three-quarters (7<sup>3</sup>/<sub>4</sub>) hours' pay at straight time rates for the holiday, with paid sick leave allowance resuming on the day following the holiday.

**19.08** Full-time employees shall be allowed to bank up to three (3) days off in lieu of Recognized Paid Holidays for the employee's future use, at a time mutually agreed to between the Employer and the Employee. If compensating time off is impractical to schedule by March 31st of any year, the employee shall receive his regular rate of pay for all days banked. Application shall be made no later than January 31st.

#### **ARTICLE 20 SICK PAY AND SICK LEAVE**

**20.01** During the first three (3) months of service, an employee may claim accumulated sick leave credits. However, should an employee terminate his employment

prior to the **expiry** of this period, sick leave credits paid to him will be deducted from his final pay.

**20.02** An employee's sick leave entitlement at any time will be calculated at the rate of one and one-quarter ( $1\frac{1}{4}$ ) working days for each complete month worked, less any days of sick leave which will have been paid since employment.

**20.03** Sick leave shall accumulate to the employee's credit for periods for which he is entitled to remuneration, while sick leave shall not accumulate to the employee's credit for the time he is on unpaid leave of absence or an unpaid sick leave; if these periods exceed thirty (**30**) days.

**20.04** A declaration of illness shall be completed by the employee on returning from absence before sick leave is paid.

**20.05** In cases of absence because of accident or sickness, the Employer may require an employee to furnish a certificate of a duly qualified practitioner, certifying to the inability of the employee to attend to his official duties and where an employee fails to furnish such a certificate on request, he shall not be entitled to receive pay for any period of illness.

**20.06** If an employee's sick leave credits expire while he is off sick, he must, at the expiration of sick leave, inform the Supervisor of his department of his inability to return to work and state his expected date of return. He must inform the supervisor of his department before the newly agreed date if he is subsequently unable to come on duty as expected.

**20.07** An employee who has been away from his work because of sickness or accident may, at the discretion of the Employer, be required to produce a certificate from a duly qualified practitioner attesting to his physical ability to perform his normal duties before being permitted to resume work.

**20.08** If an employee is prevented from performing his regular work with the Employer on account of an occupa-

**tional** accident associated with his employment, and this accident is **recognized** by the Workers' Compensation Act as compensable within the meaning of the Act, the Employer will supplement the award made by the Compensation Board for loss of wages to the employee by such an amount that the award of the Compensation Board and the Employer supplementation will equal one hundred percent (**100%**) of the employee's regular wages and the employee's sick pay allowance will be reduced proportionately.

**20.09** Subject to all conditions outlined in **20.01** to **20.03** above, the benefits payable under this Article will be as follows:

- a) During the employee's first three (**3**) years of service:
  - i) First three (**3**) periods of sickness in each year . . . . . full pay
  - ii) Each subsequent period of sickness . . . . . full pay less one day's pay
- b) During fourth and fifth year of service:
  - i) First five (**5**) periods of sickness in each year . . . . . full pay
  - ii) Each subsequent period of sickness . . . . . full pay less one day's pay
- c) During sixth and subsequent years of service:
  - i) All periods of sick leave . . . . . full pay

Note:

Years of service under this Article means years calculated from the employee's date of employment. Leaves of absence without pay in excess of one (**1**) month will advance the anniversary date accordingly.

**20.10** An employee may use up to five (**5**) days sick leave in any one (**1**) calendar year for illness of a spouse, child or parent. Sick leave that may be **utilized** for this purpose is limited to days earned in excess of nine (**9**) days during the employee's first year of employment, and days

accumulated to the employee's credit which exceed twelve (12) days in each year of employment thereafter.

**20.11** Time off for medical, dental and chiropractic examinations and/or treatments, including necessary travel time, shall be granted and such time off shall be chargeable against accumulated sick leave. However, where possible, appointments should be made on an employee's day off or after or before working hours.

**ARTICLE 21  
VACATIONS**

**21.01** The agreed anniversary date for vacations is the first day of May in each year.

**21.02** Effective in 1986, an employee shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

<b>Length of Employment</b>	<b>Rate at Which Vacation Earned</b>
In the first (1st) year	Ten (10) days per year
In the second (2nd) to the third (3rd) year inclusive	Fifteen (15) days per year
In the fourth (4th) to twelfth (12th) year inclusive	Twenty (20) days per year
In the thirteenth (13th) to twenty-second (22nd) year inclusive	Twenty-five (25) days per year
In the twenty-third (23rd) year and subsequent years	Thirty (30) days per year

An additional week's vacation (5 days) shall be granted to an employee only in the calendar year of his twentieth (20th) anniversary of employment and in each subsequent fifth (5th) anniversary year.

**21.03** The vacation period shall be from the first day of

May to the thirtieth day of April of the following year, and the Employer shall give priority in the selection of dates to employees having the most seniority within their operating units as defined in this Agreement.

**21.04** Vacation allowance to employees whose employment is terminated shall be paid in accordance with the schedule set out in Article 21.02.

**21.05** Except as hereinafter provided, vacations will be payable in advance at the commencement of the vacation, unless otherwise expressly requested by the employee concerned. Vacations for less than five (5) days or for parts of split vacations will not be paid in advance, but will be paid on normal paydays only.

**21.06** An employee who fails to report for work following the termination of his vacation will be considered "absent from work" from that time and subject to the regulations for absence as described in Article 14.

**21.07** No vacation will be earned during periods of leave of absence without pay which exceed one (1) month.

## ARTICLE 22 WAGES

**22.01** Salaries shall be paid within five (5) days of the period in which they were earned, provided such period shall be no longer than one-half (½) month.

**22.02** Individual salary increases resulting from the wage schedule shall be implemented at the commencement of the next pay period following the employee's anniversary date.

**22.03** Job titles, wage rates and such supplementary provisions where applicable thereto which may be agreed upon between the parties shall be as set forth in the wage classification schedule. The granting of increases shall be contingent upon the satisfactory performance of an employee's duties. Where increments are withheld, the Centre shall notify the Union in writing. The increments



to an employee granted leave of absence without pay will be delayed according to the following schedule:

<b>Length of leave of absence</b>	<b>Delay in increment</b>
Less than six (6) weeks	Nil
More than six (6) weeks but less than nineteen (19) weeks	1 quarterly period
More than nineteen (19) weeks but less than thirty-two (32) weeks	2 quarterly periods
More than thirty-two (32) weeks but less than forty-five (45) weeks	3 quarterly periods
More than forty-five (45) weeks	As determined by the Employer

**22.04** Where an employee is promoted from a position in a lower salary grade to a position in a higher salary grade, his wages shall, under no circumstances be reduced and the amount of immediate and future salary increases resulting from that promotion shall be as detailed in the wage classification schedule. Where an employee is returned to his former position following an unsuccessful promotion trial, the original salary arrangement in the lower position will apply.

**22.05** Where an employee is demoted from a position in a higher salary grade to a position in a lower salary grade, he shall be placed on the same increment step of the lower graded position as that he had attained in the higher graded position.

**22.06** When new positions which come under the scope of the contract are created during the life of the Agreement, the Employer will, prior to bulletining of any new positions, inform the Union of the rates of pay proposed for these positions. If the Union wishes to enter into negotiations on those rates of pay, it will so inform the Em-

ployer in writing within ninety-six (96) hours of receipt of the proposed rates. If the Employer and the Union are unable to reach agreement, the matter shall be referred to a Board of Arbitration appointed in the manner as set out in Article 8 and the decision of the Board shall be final and binding on all parties.

**22.07** Employees assigned to relieve or replace employees in positions covered by this Agreement that are higher than their normal grade shall be paid on the higher scale at the same increment level as they are presently receiving in their regular position.

**22.08** An employee assigned to replace an employee whose position is outside of the bargaining unit will be paid eighty cents (80¢) per hour of replacement with the proviso that he must replace for at least one-half (½) shift.

**22.09** Nursing Assistants I must obtain certification for a Nursing Assistant II or they will not be retained as employees of the Centre. Nursing Assistants required to attend classes for this purpose outside their normal working hours will be compensated for those hours at straight time rates upon the completion of the course.

Upon receipt of his certification, a Nursing Assistant I will be reclassified as a Nursing Assistant II in Grade 6 and will retain his anniversary date.

### **ARTICLE 23 BOARD, ROOM AND LAUNDRY**

**23.01** Board, room and laundry may be provided by the Employer for the employee at rates determined from time to time by the Employer.

### **ARTICLE 24 DISMISSAL OR SUSPENSION**

**24.01** The salary of any employee who is dismissed, laid-off or suspended shall cease to be paid from the time of his dismissal, lay-off or suspension.

**24.02** The claim that an employee has been dismissed,

suspended or disciplined without just and reasonable cause may be the subject of a grievance and dealt with as **herein**-before provided.

**24.03** An employee may terminate his employment by giving to his Employer written notice two **(2)** calendar weeks prior to the date of termination.

**24.04** Employment may be terminated with lesser notice:

- a) by mutual agreement between Employer and employee;
- b) during the probationary period of a new employee.

An employee who has completed his probationary period shall not be laid-off, suspended without pay or discharged, except for just and reasonable cause.

**24.05** The Employer shall make available within seven **(7)** calendar days after termination all amounts due to terminated employees, including unpaid earnings and pay in lieu of unused vacation entitlement.

**24.06** On termination, the employee shall return to the Employer:

- a) all supplied uniforms;
- b) all keys;
- c) all library books; and
- d) other property of the Centre,  
or, at the option of the Employer, be liable for the replacement cost of same.

## **ARTICLE 25 MISCELLANEOUS**

**25.01** The Employer shall provide facilities for a medical examination of every employee at least once in every three **(3)** years of continuous employment and a chest x-ray plate at least once in every two **(2)** years of continuous employment; these examinations and x-ray plates to be compulsory on the part of the employee.

**25.02** Every employee shall be entitled to a ten **(10)**

minute rest period for every three and one-half (3½) consecutive hours worked.

**25.03** It is understood that the Employer has permission to cancel at any time, without notice, all discounts or rebates granted by the Employer to the patient care to the employees and members of their respective families.

**25.04** The Employer will supply and launder uniforms for all employees who are required to wear uniforms. Employees will be liable for seventy-five percent (75%) of the cost price of a uniform or part of a uniform which they will have abused or lost. The loss by theft will not be considered the employee's responsibility unless that employee's negligence was partly responsible for the theft.

Management agrees to review the issue of uniforms within six (6) months of the signing of this Agreement with the intent to modify said uniforms during the term of this Collective Agreement.

**25.05** The Employer will contribute the amounts indicated below towards the cost of the combined hospitalization and medical premiums for those employees who are eligible for deductions of said premiums, as required by the regulations under the Hospital Insurance Act and the Health Insurance Act:

Individual Coverage — Combined Premium — \$4.15  
— Centre Contribution — \$2.45

Family Coverage — Combined Premium — \$8.30  
— Centre Contribution — \$6.25

The Centre will contribute the individual contribution of \$2.45 towards family coverage being carried by female employees who are not family heads.

**25.06** Within thirty (30) days of its annual election of officers, the Union will send to the Employer, in writing, a list of all the officers in the St. Amant Centre section of the Union, as well as the names of all stewards and members of the Grievance Committee and the Institutional Relations Committee. The Union will advise the

Employer, in writing, of any changes that are made and the names of such representatives through the year.

**25.07** The Centre will provide the Union with copies of all job specifications for positions coming under the scope of this Agreement.

**25.08** The Union shall be consulted on any changes to job specifications prior to their implementation. The intent of this Article is to resolve any problems that may arise without confrontation.

#### **ARTICLE 26 BULLETINING OF POSITIONS**

**26.01** Except as herein provided, all vacancies which occur in full-time or part-time positions as listed on the wage classification schedule and new positions subsequently opened which come within the scope of this Agreement, shall be bulletined for a period of forty-eight (48) hours (Saturdays and Sundays excluded) on bulletin boards accessible to all employees. In the event that an employee's days off extend beyond the forty-eight (48) hours as specified above, he shall have the right to submit his application for bulletined positions on the first day of his return to work.

**26.02** Bulletins shall show location, title, rate of pay and normal starting and finishing times.

**26.03** Employees desiring such positions shall file their applications with the Personnel Director within the period the position is bulletined. Within two days, the Personnel Director will select the person for the position and the person's name shall be posted on the bulletin boards and the same procedure shall apply. Employees may apply for the vacancy created by this latter selection, but the Employer's choice for the filling of this third vacancy shall not be the subject of a grievance.

**26.04** When more than one (1) vacancy is bulletined at the same time, an employee shall have the right to bid on any or all, stating preference. Should he be given any

of the positions for which he applied, he shall not have the right to file a grievance with respect to other positions for which he applied but was not given. If the employee was not given any of the positions for which he applied, he shall be allowed to file a grievance only with respect to the latest position for which he applied.

**26.05** An employee on vacation when a vacancy occurs shall be considered for the promotion or transfer provided he has submitted the prescribed application form to the Personnel Director prior to his departure.

**26.06** An employee on leave of absence due to illness shall be considered for the promotion or transfer along with other applicants provided that during such absence he advises the Personnel Department by telephone or otherwise that he wishes to be considered for any vacancies occurring during his absence.

#### **ARTICLE 27 STRIKES AND SLOWDOWNS**

**27.01** It is agreed that while this Agreement is in force, there shall be no strikes, stoppages of work, lockouts or slowdowns and that all disputes and grievances shall be settled in accordance with the procedure set forth in Article 8 hereof.

It is further agreed that neither the Union nor the Employer shall sanction or consent to any strike, lockout, stoppage of work or slowdown and that if the employees should engage in any strike or other stoppage of work or slowdown without authority or consent of the Union, the Union shall instruct its members to return to work and perform their duties properly and to resort to the procedure set forth in Article 8 hereof for the settlement of any dispute or grievance.

#### **ARTICLE 28 RETIREMENT AGE AND BONUS**

**28.01** Employees attaining age sixty-five (65) may retire from the service of the Employer. The Employer shall

have the right to hire a retired employee on a casual basis to replace absent, sick and vacationing employees.

**28.02** Employees retiring at age sixty (60) who have over fifteen (15) years of continuous service, shall receive a retirement bonus of four (4) days pay for every year of service based on their pay rate at the time of retirement. Part-time employees who retire in accordance with the above shall be paid on the following formula:

$$\frac{\text{actual average annual hours}}{\text{normal full-time annual hours}} \times \text{entitlement of a full-time employee}$$

**ARTICLE 29**  
**PART-TIME EMPLOYEES**

**29.01** The Employer shall be free to hire part-time employees according to the needs of the Employer and to pay them no less than the first increment step of the salary which would be applicable to a full-time employee doing similar work. Part-time employees shall be regarded as coming under this Agreement, except that:

- a) Unless expressly referred to elsewhere in this Agreement, all reference to and articles dealing with the following subjects will not apply to such part-time employees:

Hours of Work  
Rest Days

- b) In the event of a layoff or a promotion, the seniority of a part-time employee will be calculated at one-half (½) of what it would have been had he been employed full-time instead of part-time. All part-time employees will, however, be entitled to any institutional seniority which they may previously have acquired while employed as full-time employees, provided that all periods of full-time and part-time employment entering into the cal-

**culations** were continuous, that is, not interrupted by a termination of employment.

- c) All benefits deriving to permanent full-time employees under any article in this Agreement which **deals** with wages and supplementary benefits (paid sick leave, **recognized** paid holidays, paid vacations, increment steps) will be earned by **part-time** employees in accordance with the ratio of the number of hours the part-time employee works, over what full-time hours would have been for that same period.

**29.02** Part-time employees may apply for promotions or transfers to permanent full-time positions in the same manner as outlined in Article **26.03**.

**29.03** Part-time employees who make known to the Employer that they wish to work additional available hours shall be given preference for such hours on an institutional seniority basis within their wards or departments provided this does not result in overtime pay.

### ARTICLE 30 CASUAL EMPLOYEES

**30.01** Effective April 1st, 1983, casual employees shall come under this Agreement with regard to articles dealing with the following:

- a) vacation pay;
- b) shift premium;
- c) one and one-half time ( $1\frac{1}{2} \times$ ) for work on a statutory holiday;
- d) overtime;
- e) grievance procedure;
- f) salary increments shall be earned in accordance with the ratio of the number of hours a casual employee works over what full-time hours would have been for that same period.

It is understood that to keep an accurate record of casual hours is not practical. Therefore, **Man-**



**agement** shall review the casual employee's status in January of every year and, if eligible, adjust his salary as per the above formula;

- g) seniority shall not include periods of work as a casual employee as defined in Article 1.04, except where the casual employee has subsequently been transferred from a full-time casual position to a full-time permanent position without interruption of continuous employment and, in the case of such exception, his seniority would date from the time he first entered the service of the Employer;
- h) casual employees may also apply for bulletined positions and shall be given preference over new applicants;
- i) a joint committee of Management and Union representatives shall be established to discuss and agree to an equitable system of employing casual employees.

### **ARTICLE 31 HEALTH AND SAFETY**

**31.01** It is agreed that both parties will cooperate to the **fullest** extent in the matter of safety and accident prevention and the Employer agrees to provide safety equipment where required and to install devices where necessary.

**31.02** The Employer agrees to make reasonable and proper provision for the maintenance of a high standard of health and safety in the workplace, including a properly heated and lighted working environment that is free of pollution. The Employer shall comply with applicable Federal, Provincial and Municipal health and safety legislation and regulations, and specifically the Manitoba Health and Safety Act.

A Joint Health and Safety Committee shall be constituted consisting of an equal number of representatives of Management and of the Union which shall identify potential dangers, institute means of improving the health and safety of employees including health and safety programs, and obtain information from the Employer or

other **persons respecting** the **identification** of hazards and **health and** safety-experience and work practices and standards elsewhere. The Committee shall meet **bi-monthly** or, if necessary, at the call of the chair. Time spent in such meetings is to be considered time worked. Minutes shall be **taken** of all meetings and copies shall be sent to the Employer and to the Union.

Two **(2) representatives** of the **joint** Health and Safety Committee, one **(1)** from Management and one **(1)** from the Union, shall make monthly inspections of the workplace **and equipment** and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Union and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Time spent in all such activities shall be considered time worked.

The Union, the joint Health and Safety Committee and the representatives thereof shall have full access to accident reports and safety records in the possession of the Employer, including records, reports and data provided to and by the Workers' Compensation Board and the government or its agencies.

### **ARTICLE 32 TECHNOLOGICAL CHANGE**

**32.01** The introduction of technological change as defined in Definitions I(W) of the Labour Relations Act will be dealt with in accordance with Section **72(1)** of the Act.

The negotiation of the effects of the introduction of technological change will take place during the ninety **(90)** days prior to the intended date of implementation. Should the Employer be made aware of the technological change in advance of the ninety **(90)** days, the Union should be advised as soon as possible.

Should the matter not be resolved during the above period, either party may submit the controversy to a Board of Arbitration as defined in Article 8 and the controversy will be resolved in accordance with Articles 8.04 through 8.06 inclusive.

**ARTICLE 33  
SHIFT PREMIUM**

**33.01** Effective April 1st, 1985, a premium of seventy cents (70¢) per hour shall be paid for all hours worked where six (6) or more of these hours fall between 4:00 p.m. and 8:00 a.m.

**33.02** Dietary personnel shall be paid eighty cents (80¢) per hour premium for all hours scheduled beyond their normal quitting time (i.e., banquets, etc.)

**ARTICLE 34  
CONTRACTING OUT**

**34.01** The Centre agrees that there will be no loss of jobs presently being performed by persons covered by this Agreement due to contracting out during the term of this Agreement. The Centre and the Union agree that the foregoing provision will be replaced by a "redundancy clause" to be negotiated prior to the expiration of this Agreement. Should no agreement be reached between the parties concerning the provisions of such a clause, the matter will be referred to arbitration to ensure that such provisions are in place by the expiry date of this Agreement.

**ARTICLE 35  
DENTAL PLAN**

**35.01** The parties agree that the M.H.O. sponsored Dental Plan shall be premium cost-shared on a 50-50 basis. Full-time employees and part-time employees who work 15.5 hours or more per week shall be eligible for enrollment.

**ARTICLE 36**  
**INSTITUTIONAL RELATIONS COMMITTEE**

**36.01** The parties hereto agree that a joint committee will be set up composed of representatives chosen by the Employer and a like number chosen by the employees to deal with such matters of mutual concern as may arise from time to time in the operation of the Centre. This Committee shall meet as and when required, upon the request of either party, at a time convenient to both parties, without any deduction of salary for time spent by the representatives of the employees at such meetings.

The Union Representative may attend meetings of this Committee and act as a member thereof.

**ARTICLE 37**  
**INTERPRETATION OF AGREEMENT**

**37.01** Any question of interpretation of this Agreement may be referred by either the Employer or the Union to an Arbitration Board appointed in the manner set out in Article 8.04 and the decision of the Arbitration Board shall be final and binding on all parties.

**ARTICLE 38**  
**DURATION**

**38.01** This Agreement shall go into effect on April 1st, 1985 and remain in effect until March 31st, 1988. Either party to this Agreement desiring to terminate this Agreement or re-negotiate a new contract shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of the Agreement and present its proposals in writing within thirty (30) days following such notice. If notice is not given as above, the Agreement shall be automatically renewed without change for a further period of one (1) year.

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

**ARTICLE 39  
LONG-TERM DISABILITY PLAN**

**39.01** The Employer agrees that when an **M.H.O. Long-Term Disability Plan** is available to the Health Care Facilities, the **St. Amant Centre Inc.** will offer this Plan to the employees on a **50/50** premium cost-sharing basis.

**Pension Plan**

**Note:**

A Letter of Agreement is to be signed as soon as possible offering the **M.H.O. Pension Plan** to the eligible employees at the Centre.

**Shift Schedules**

**Note:**

Before November **30th, 1985**, shift schedules shall be changed to reflect that the shift commencing closest to midnight shall be considered the first shift of the day.

IN WITNESS WHEREOF The Employer has hereunto affixed its corporate seal duly attested by the hands of its proper officers in that behalf, and the Union has caused this Agreement to be executed in its name attested by the hands of its proper officers in that behalf:

<b>St. Amant Centre Inc.</b>	<b>Manitoba Government Employees' Association</b>
Sister Bertha <b>Baumann</b>	Alain Trudeau
Executive Director	President
<b>D. Winstone</b>	Charlene Sheremet
Assistant Executive Director	Secretary

SIGNED, SEALED and DELIVERED in the presence of:

A.Y. Rodger

**DEPARTMENTS FOR PURPOSES OF SENIORITY**

- Housekeeping —
- Laundry —
- Sewing Room —
- Kitchen — includes Dietary, Dish Corner and Cafeteria
- Laboratory —
- Information —
- Custodial — includes Cleaners and Wall Washers
- All Nursing Assistants I & II —

**WAGE CLASSIFICATION SCHEDULE**  
**Effective April 1, 1985 — March 31, 1988**

<b>Gr. Classification</b>	<b>Date</b>	<b>Start</b>	<b>6 Mths</b>	<b>18 Mths</b>	<b>30 Mths</b>
1 Housekeeping Attendant	Apr. 1/85 Mthly	\$1264	\$1298	\$1329	\$1361
	Hrly	7.53	7.73	7.91	8.11
	Apr. 1/86 Mthly	1302	1337	1369	1402
	Hrly	7.75	7.96	8.15	8.35
	Apr. 1/87	See Note 2			
2 Linen Attendant Evening Supervisor Res. Chapel Attendant Dietary Worker I Laundry Attendant Nursing Assistant (untrained)	Apr. 1/85 Mthly	1298	1329	1361	1393
	Hrly	7.73	7.91	8.11	8.30
	Apr. 1/86 Mthly	1337	1369	1402	1435
	Hrly	7.96	8.15	8.35	8.55
	Apr. 1/87	See Note 2			
3 Dietary Worker II	Apr. 1/85 Mthly	1323	1356	1388	1420
	Hrly	7.88	8.08	8.27	8.46
	Apr. 1/86 Mthly	1363	1397	1430	1463
	Hrly	8.12	8.32	8.52	8.71
	Apr. 1/87	See Note 2			

		Apr. 1/87	See Note 2				
	8 Cleaner I	Apr. 1/85	Mthly	1445	1476	1509	1540
			Hrly	8.61	8.79	8.99	9.17
		Apr. 1/86	Mthly	1488	1520	1554	1586
			Hrly	8.87	9.05	9.26	9.45
		Apr. 1/87	See Note 2				
	9 Laundry Attendant II Dietary Worker III	Apr. 1/85	Mthly	1521	1554	1586	1618
			Hrly	9.06	9.26	9.45	9.64
		Apr. 1/86	Mthly	1567	1601	1633	1666
			Hrly	9.33	9.54	9.73	9.93
		Apr. 1/87	See Note 2				
38	10 Cleaner II	Apr. 1/85	Mthly	1540	1574	1605	1637
			Hrly	9.17	9.37	9.56	9.75
		Apr. 1/86	Mthly	1586	1621	1653	1686
			Hrly	9.45	9.65	9.85	10.04
		Apr. 1/87	See Note 2				
	ii Laundry Attendant II Cook II Cleaner III	Apr. 1/85	Mthly	1574	1605	1637	1670
			Hrly	9.37	9.56	9.75	9.95
		Apr. 1/86	Mthly	1621	1653	1686	1720
			Hrly	9.65	9.85	10.04	10.25
		Apr. 1/87	See Note 2				



4	Personal Care Attendant Nursing Assistant (Transport)	Apr. 1/85	Mthly	1342	1373	1405	1439
			Hrly	7.99	8.18	8.37	8.57
		Apr. 1/86	Mthly	1382	1414	1447	1482
			Hrly	8.23	8.42	8.62	8.83
		Apr. 1/87	See Note 2				
5	Inventory Clerk Cashier Short Order Cook Dietary Worker II — Float Telephone Operator Dietetic Aide	Apr. 1/85	Mthly	1368	1400	1431	1465
			Hrly	8.15	8.34	8.52	8.72
		Apr. 1/86	Mthly	1409	1442	1474	1509
			Hrly	8.39	8.59	8.78	8.98
		Apr. 1/87	See Note 2				
6	Nursing Assistant II	Apr. 1/85	Mthly	1388	1420	1451	1484
			Hrly	8.27	8.46	8.64	8.84
		Apr. 1/86	Mthly	1430	1463	1494	1528
			Hrly	8.52	8.71	8.90	9.10
		Apr. 1/87	See Note 2				
7	Child Care Worker (Day Care)	Apr. 1/85	Mthly	1434	1466	1497	1530
			Hrly	8.54	8.73	8.92	9.11
		Apr. 1/86	Mthly	1477	1510	1542	1576
			Hrly	8.80	8.99	9.19	9.38

12 Receiver	Apr. 1/85	Mthly	1602	1634	1666	1698
		Hrly	9.54	9.73	9.92	10.11
	Apr. 1/86	Mthly	1650	1683	1716	1749
		Hrly	9.83	10.02	10.22	10.41
	Apr. 1/87	See Note 2				
13 Cook III	Apr. 1/85	Mthly	1661	1698	1736	1772
		Hrly	9.89	10.11	10.34	10.55
	Apr. 1/86	Mthly	1711	1749	1788	1825
		Hrly	10.19	10.41	10.65	10.87
	Apr. 1/87	See Note 2				
14 Cook IV	Apr. 1/85	Mthly	1809	1845	1883	1919
		Hrly	10.77	10.99	11.21	11.43
	Apr. 1/86	Mthly	1863	1900	1939	1976
		Hrly	11.09	11.32	11.55	11.77
	Apr. 1/87	See Note 2				

**Student Rate:** Above rates less Fifty Dollars (\$50.00) per month (30¢ per hour).

**NOTE 1:** Full-time and part-time employees hired prior to May 1st, 1985 shall receive one week (5 days) of paid vacation during the fiscal year April 1, 1985 to March 31, 1986. Employees who cannot or may not wish to take this extra-week of paid vacation may elect to receive a lump sum payment equivalent to two percent (2%) of their current yearly salary based on total hours worked in the 1984-85 vacation year.

**NOTE 2:** Percentage increase equal to Consumer Price Index yearly average for Winnipeg (March 1, 1986 to March 1, 1987) as published on or about March 20th, 1987. Percentage increase to be applied to all rates on April 1, 1987.

**MEMORANDUM OF UNDERSTANDING**

It is hereby understood and agreed that this Memorandum of Understanding forms part of the 1985-88 Collective Agreement entered into by the St. Amant Centre Inc. and the Manitoba Government Employees' Association (Institutional Employees' Union Component).

**Employee Files**

Employee files shall be kept in the personnel office and the employee shall, upon request, be given a copy of anything on his file. The employee shall have the right to see his file during normal personnel office hours.

IN WITNESS WHEREOF the Employer has hereunto affixed its corporate seal duly attested by the hands of its proper officers in that behalf, and the Union has caused this Memorandum of Understanding to be executed in its name by the hands of its proper officers in that behalf:

<b>St. Amant Centre Inc.</b>	<b>Manitoba Government Employees' Association</b>
Sister Bertha Baumann	Deborah Thiessen
Executive Director	President
D. Winstone	Charlene Sheremet
Assistant Executive Director	Secretary

SIGNED, SEALED and DELIVERED  
in the presence of: A.Y. Rodger, this 8th day of  
November, 1983 at Winnipeg, Manitoba.