

COLLECTIVE AGREEMENT

BETWEEN:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION**

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

For the period of April 1, 2018 to March 31, 2024

WHEREAS the Association is the certified bargaining agent for certain specified employees of the Employers in the Employers Organization; and

WHEREAS, it is the desire of the parties to support provision of the best possible quality of health care through the successful operation of the Health Care Organization; and recognizing that some Employers are Faith based; and to maintain harmonious relationships between the Employers and the members of the Association; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and

WHEREAS the Association and the Employers Organization desire to promote the morale, well-being and security of those employees; the Employers Organization recognizes the responsibility to secure employees from risks to their safety, health and welfare arising out of or in connection with the activities in their workplaces, the Employers will comply with their responsibilities in accordance with Section 2(2) of The Workplace Safety and Health Act; and

WHEREAS the Association and the Employers Organization have agreed to enter into a Collective Agreement containing terms and conditions of employment of those employees; including provisions as to rates of pay and hours of work;

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Association and the Employers Organization agree with each other *AS FOLLOWS*:

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ARTICLE 1: SCOPE AND APPLICATION OF AGREEMENT

- 101 The Employers within the Northern Health Region Employers Organization recognize the Association as the sole bargaining agent for employees in the bargaining units defined in the (Interim) Certificate HSBURA-0010, as may be granted voluntary recognition by the Employer and identified in Schedule "A" or as may be issued by the Manitoba Labour Board.
- 102 If the Employer and the Association disagree as to whether a person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion within this Agreement, then either or both of them may refer the matter to the Manitoba Labour Board for a ruling.
- 103 If the Manitoba Labour Board rules that such person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion in this Agreement, then the Employer and the Association agree to meet forthwith to negotiate the classification and salary schedule for that employee, for inclusion in this Agreement. If the Employer and the Association are unable to reach an agreement on the classification and/or salary schedule, then either or both of them may refer the matter for Arbitration as provided for in the Grievance Procedure.
- 104 No employee shall enter into any separate agreement which conflicts with the provisions hereof.

ARTICLE 2: DEFINITIONS

The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural unless the context otherwise requires.

- 201 “Approved Training” shall mean training as approved by the Employer for the respective professional association and/or the applicable classification.
- 202 “Base Location” shall mean the location as determined by the Employer, where the employee is based out of for the purpose of service delivery coordination and mileage calculation. Employees will be advised of their base location at the time of their commencement of employment and at the time of any subsequent voluntary change; and a copy will be placed in the employees’ personnel file.
- 203 “Basic pay, Rate or Salary” shall mean the rates of pay shown in Schedules “A” and “B”.
- 204 “Bi-weekly Period” shall mean the two (2) consecutive weeks constituting the regular pay period.
- 205 “Concurrent Employment” shall mean an employee who holds more than one position with the same Employer. For greater certainty, Concurrent Employment shall not apply to an employee who holds more than one position with different Employers.
- 206 “Continuous Service” and/or “Length of Employment” with an Employer shall mean the period of time since an employee last became a full-time or part-time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation,

bonus vacation and pre-retirement leave and “Length of Service” shall have a similar meaning. Conversion from full-time or part-time status to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be included in an employee’s length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.

- 207 “Demotion” shall mean a change of employment from one classification to another classification with a lower maximum hourly rate of pay with the same Employer.
- 208 “Employee” shall mean a person employed by an Employer and covered by this Agreement.
- 209 “Employer” shall mean the legal entity with whom the employee is employed as listed in Schedule “C” under the Employer List column.
- 210 “Employers Organization” shall mean an Employers Organization established for the sole purpose of collective bargaining pursuant to The Health Sector Bargaining Unit Review Act as listed in Schedule “C”.
- 211 “Promotion” shall mean a change of employment from one classification to another classification with a higher maximum hourly rate of pay with the same Employer.
- 212 For identification purposes, shifts will be named as follows:
a) “Day shift” shall mean a shift in which the major portion occurs between 0800 hours and 1600 hours.

- b) "Evening shift" shall mean a shift in which the major portion occurs between 1600 hours and 2400 hours.
- c) "Night shift" shall mean a shift in which the major portion occurs between 2400 hours and 0800 hours.

213 "Site" shall mean the facility/program where the employee is employed within the Employers Organization as set out in Schedule "C".

214 "Transfer" shall mean a change by an employee from one position to another position with the same salary range and the same Employer.

215 "Weekend" shall mean the period of approximately forty- eight (48) hours which commences at or about 0001 hours on Saturday and ends at or about 2400 hours on Sunday.

216 "Worksite" shall mean the location, as determined by the Employer, to be where the employee is assigned to perform work for the purpose of service delivery provision.

217 Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent change and a copy will be placed in the employee's personnel file.

The "Employment Status" of an employee shall be:

- a) A "Full-time" employee is an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 12 (Hours of Work). A full-time employee is covered by all provisions of this Agreement, unless otherwise specified.

- b) A “Part-time” Employee - means an employee who regularly works less than the hours of work as set out in Article 12 (Hours of Work), on a scheduled and recurring basis.
- c) A “Casual” employee is an employee who is called in occasionally by the Employer to replace a full-time or part-time employee or to supplement regular staff coverage in situations of staff shortages.
- d) A “Term” employee is an employee hired into a term position for a fixed period of time or until completion of a particular project or special assignment.

218 A shift shall mean the regular daily hours of work established under Article 1201.

ARTICLE 3: TERM EMPLOYEES

- 301 a)
- i) A term employee shall not be hired for a period greater than fifty-four (54) weeks or up to a maximum of eighty (80) weeks to replace an employee on Parenting Leave. For terms resulting from Parenting Leave, the Employer shall state on the job posting that the said term position will expire subject to a minimum of two (2) weeks notice.
 - ii) In situations where an employee is absent indefinitely due to illness, injury, or WCB claim,

or where the Employer determines a term is required in relation to a particular project or special assignment, the maximum duration of such leave and the maximum duration of the term of employment to replace that employee shall be twenty-four (24) months. Such employee is covered by the terms of this Agreement.

- iii) For the purposes of the (ii) above paragraph as it relates to the Employer's ability to post an initial term for the duration of twenty-four (24) months, a particular project or special assignment is understood to mean a trial/pilot project or a project requiring a specific focus which is distinguished from the general day to day operations.
- iv) The duration for term positions as identified in (i) and (ii) above may be extended by mutual agreement between the Association and the Employer.
- v) For situations related to WCB and/or illness and/or accident and, Compassionate Care Leave or where there is a term vacancy due to leave for public office, where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire upon the return of the current incumbent to their position, subject to a minimum of forty-eight (48) hours' notice.
- vi) Any term positions directly resulting from the above procedures will be posted in the same manner.

- b) A term employee may be required to complete the term for which the employee was engaged before being considered for another term position with the same Employer unless the awarding of an alternate term position would extend their employment beyond the expiration of their current term position. At the conclusion of the term for which the employee was engaged, the term employee shall be entitled to exercise their seniority rights when applying for vacant positions with the same Employer for which the employee is qualified.
- c) A term employee hired to temporarily replace a permanent employee shall be entitled to exercise their seniority rights to obtain a vacant position with the same Employer for which the employee is qualified prior to the expiration of their term.
- d) A term employee may not be eligible for transfer during their probationary period.
- e) A term employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position with the same Employer if that position is within a different discipline or specialized area of practice.
- f) A term employee shall have no seniority rights in matters of demotion, layoff and recall.
- g) A term employee who is awarded a position and who commences employment within six (6) weeks of termination of their previous position with the same Employer will be entitled to transfer of benefits from their previous position to their new position as specified below:

- i) accumulated income protection benefits;
 - ii) length of employment applicable to rate at which vacation is earned;
 - iii) length of employment applicable to pre-retirement leave;
 - iv) length of employment applicable for qualification for the Magic 80 pension provisions where such plan provisions exist;
 - v) length of employment applicable to next increment date;
 - vi) continuation of all Benefit Plans subject to reapplication as required;
 - vii) seniority credits.
- h) A term employee shall not be terminated and re-hired for the purpose of extending the period of term employment in the same position without prior approval of the Association. Where a term employee completes their term of employment and is the successful applicant for a different consecutive term position with the same Employer, it shall not be deemed to be an extension of the original term position.

ARTICLE 4: CASUAL EMPLOYEE

- 401 The terms of this Collective Agreement shall not apply to casual employees except as provided below.
- 402 Casual Employee means an employee as defined under Article 217 c).

- 403
- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
 - b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
 - c) Casual employees shall be entitled to shift premium as outlined in Article 18 (Premiums).
 - d) Casual employees required to work on a general holiday, including Remembrance Day, shall be paid at the rate of time and one half (1.5X) their basic rate of pay in accordance with Article 22 (General Holidays).
 - e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 14 (Overtime).
 - f) Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article respecting meal periods and rest periods shall apply to casual employees.
 - g) The Employer agrees to deduct Association dues from casual employees in accordance with Article 26 (Association Security). In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.
 - h) A casual employee reporting for work as requested by the Employer and finding no work available shall

be granted three (3) hours pay at their basic rate of pay.

- i) Casual employees placed on Standby shall be entitled to compensation in accordance with Article 15 (Standby and Callbacks) .
- j) Articles 27 and 28 (Grievance Procedure and Arbitration Procedure) contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.
- k) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- l) Casual employees shall accrue seniority for hours worked with the Employer only for the sole purpose of applying for a job posting relative to other casual employees and only where there are no qualified full-time or part-time applicants currently within the Employer. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.
- m) Casual employees shall receive increments on the basis of one (1) increment upon completion of the full-time equivalent regular hours worked, in accordance with Article 1201. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.
- n) A casual employee whose employment status changes from casual to full-time or part-time status

will be required to complete the standard probation period in accordance with Article 1111.

- o) Casual employees shall be paid at straight time rates when the Employer requires or pre-approves attendance at educational events, training, and staff meetings.
- p) Article 29 (Safety, Health and Reasonable Accommodation) shall apply to casual employees.
- q) Articles 2403 b) and 2415 c) shall apply to casual employees.
- r) Article 17 (Travel Expenses) shall apply to casual employees.
- s) Seniority hours accrued during a term position shall be retained by that employee upon return to casual status at the conclusion of the term and added to the previously accrued casual seniority hours.
- t) Responsibility pay in accordance with Article 2301 shall apply to casual employees.

ARTICLE 5: PART-TIME EMPLOYEE

501 Part-time employee means an employee as defined under Article 217 b).

Part-time employees shall be covered by all provisions of this Agreement, unless otherwise specified, and will receive a pro-rata share of salary, annual vacations, income protection credits and pre-retirement leave. At

no time will a part-time employee accrue any seniority or benefits greater than that of a full-time employee.

502 General Holidays

Part-time employees will be paid four point six two (4.62%) percent [five percent (5%) effective September 30th, 2021] of their basic pay in lieu of time off on general holidays or alternative time off. Such holiday pay shall be included on each regular pay cheque and is in addition to payment for time worked on a general holiday.

Should any additional General Holiday be declared as per Article 2201 the above percentage shall be increased.

503 Annual Vacations

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, who is earning vacation at that same rate.

Vacation time is to be utilized or scheduled on day(s) that the part-time employee would otherwise be scheduled to be at work as part of their established EFT.

Part-time employees are not entitled to unpaid vacation days except where they have been on an unpaid leave for a portion of, or for the entire accrual year. They shall be entitled to request unpaid vacation up to the amount of vacation

entitlement they would have received based on their EFT were it not for the leave.

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

Hours Paid at
Regular Rate of Pay X Entitlement of a Full-
time Employee
Full-time hours

Actual vacation accrual rate will be based on continuous service. Accumulated hours, based on their normal EFT, shall govern the amount of paid vacation time for the current vacation year.

Part-time employees, who work additional available shifts or hours, shall accrue vacation pay on the additional available shifts or hours worked.

Such additional vacation pay shall be taken as a vacation payout at the employee's basic rate of pay at the beginning of each vacation year.

504 Assignment of Additional Hours

- a) Part-time employees who make it known to the Employer, in writing that they are willing to work occasional additional shifts shall be given preference of such shifts over casual employees, provided such written notice is provided prior to the shift being awarded to a casual employee and they are qualified, orientated and able to perform the required duties. Preference for such shifts will be on the following basis:

- i) First, among employees of each department/base location where the shift is available who meet the provisions above, and who have requested additional shifts;
- ii) Second, among those employees within that site, who meet the provisions above, and who have requested additional shifts;
- iii) Third, among those employees from other sites comprising the Employer who meet the provisions above and who have requested additional shifts.

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. Such shifts shall not be construed as a change of shift or a callback.

- b) Part time employees who are offered and decline extra available shifts, are not entitled to make any claim for that shift over other part time or casual employees to whom the shift was subsequently awarded to.
- c) Part-time employees will not be provided preference for additional hours during any period of paid or unpaid leave.

505 Subject to Article 501, part-time employees placed on standby shall accrue seniority for hours actually worked on a callback.

506 a) A part-time employee reporting for work as scheduled who is sent home because of lack of work shall receive pay for the scheduled hours not worked.

- b) A part-time employee reporting for work at the Employer's request in the event of an unforeseen staff shortage shall be paid no less than three (3) hours at their basic rate.

507 Overtime

Part-time employees shall be entitled to the applicable overtime rates in accordance with Article 1405 when authorized to work in excess of the daily or biweekly hours of work as specified in Article 1201.

508 Increments for Part-time Employees:

All part-time employees shall receive increments (calculated from the date of their last increment or their starting date as the case may be) on the basis of one (1) increment for each 1343 hours worked or one (1) years' service, whichever occurs later. In the case of the increment being given on the basis of 1343 hours worked, it shall be applied to the pay period next following completion of 1343 hours worked.

An employee whose employment status changes from part-time to full-time shall be entitled to receive an increment on the latter of:

- a) one (1) calendar year from the current date of their last increment, or starting date as the case may be;
or
- b) on completion of 1343 hours calculated under the formula:
$$B = 2015 - (A \times 3/2)$$

A = number of hours during which seniority was accrued under part-time status since the date of their last increment, or starting date as the case may be.

B = number of hour remaining to be worked as full-time to earn an increment.

509 Where a Recognized Holiday falls on a part-time employee's normally scheduled day of work but the employee's department/unit/program is closed or staffing is reduced thereby affecting a part time employee's EFT, it is recognized that the employee shall receive an unpaid leave of absence unless the employee requests one of the following options:

- a) The employee(s) may request to use one (1) of their retained vacation days or banked overtime in accordance with Article 1401; or
- b) Notwithstanding Article 504 the employee may request to be scheduled for an alternate shift, subject to the availability of work and provided the employee is qualified to perform the required work. This alternate shift must be requested a minimum of two (2) weeks in advance of, and scheduled within, the posted shift schedule in which the General Holiday falls. It is understood that this rescheduled shift will be payable at the employee's basic rate of pay.

**ARTICLE 6: SPECIAL PROVISIONS REGARDING
EMPLOYEES OCCUPYING MORE THAN ONE POSITION
WITHIN AN EMPLOYER**

- 601 Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position within the sites comprising the Employer. It is understood that at no time will the arrangement result in additional cost to the Employer. Where it is determined that it is not feasible for the employee to work in more than one position, the employee will have the option of assuming the position applied for and relinquishing their former position.
- 602 At no time shall the sum of the positions occupied exceed the equivalent of one (1.0) EFT. However it is agreed that daily hours within the two positions may be scheduled, to a maximum of twelve (12) hours in any one day, at the employee's regular rate of pay, with mutual agreement between the Employer, the employee and the Association. Notwithstanding the above, it is understood that an employee who works more than the equivalent of full-time hours in the rotation pattern shall be compensated for the excess hours in accordance Article 14.
- 603 Where the sum of the positions occupied equals one (1.0) EFT, the status of the employee will continue to be part-time, (i.e., status will not be converted to full-time), and the provisions of Article 6 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.
- 604 All salary-based benefits, e.g. Group Life, Pension, D & R, as applicable, will be combined and calculated on the basis of the total of all active position occupied.
- 605 All accrued seniority and benefits, (e.g. vacation, income protection, pre-retirement leave) shall be

maintained and utilized on the basis of the total of all active positions occupied.

- 606 a) Requests for scheduling of vacation shall be submitted to each departmental/site supervisor/manager. Said requests will be considered by both departmental/site supervisor/manager and shall be granted in accordance with the provisions of Article 19, based on the employee's seniority within each work site.
- b) Requests for unpaid or paid leaves of absence shall be submitted to each department/site supervisor/manager, and shall be granted in accordance with the appropriate provisions of the Collective Agreement.
- 607 Employees taking on an additional position will be subject to a trial period in accordance with Article 11. If during the trial period, the applicant is found by the Employer to be unsatisfactory in their new position, they shall relinquish that position.
- 608 Where an approved arrangement is later found to be unworkable, the affected employee may be required to relinquish one of the positions occupied.

ARTICLE 7: OCCUPATIONAL CLASSIFICATIONS

- 701 The brief descriptions listed in Appendix "A" are intended to illustrate the general terms under which positions are classified in this Agreement. In each instance, a classification is based on procedures, duties and responsibilities specified in the job description in effect at the time this Agreement was negotiated. The Employer reserves the right to assign

duties and responsibilities and to alter job descriptions but is required to negotiate the value of any material change in job content during the term of this Agreement.

702 a) In the event that the Employer creates a new classification, or alters an existing classification, the job description and wage rate for such classification shall be established by the Employer with notification to the Association and affected employees. Written notice of objection must be given to the Employer by the Association within forty-five (45) calendar days after the notification above or such classification and wage rate shall be considered approved and shall form part of the Agreement.

b) Where the Association objects to the wage rate for a new or altered classification established by the Employer, as referenced in a) above, the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range within thirty (30) days. Failing such agreement, the matter shall be referred to arbitration in accordance with Article 28 (Arbitration).

The timeline specified above may be extended by the mutual agreement of the parties as confirmed in writing and requests for extension shall not be unreasonably denied.

c) Any dispute as to whether a classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.

- d) Where an employee believes that there has been a material or substantial change in their job content since they were last classified, they shall be entitled to request a review of their classification.
- e) 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.
- f) If the decision in (e) is not satisfactory to the employee, they may treat this request for change in classification as a grievance as defined in Article 27.
- g) A revision to an existing job description to reflect more accurately the job content of any classification shall not necessarily constitute evidence of a substantial change in job content.

703 When a job description is being reviewed by the Employer, input may be solicited from employees incumbent in the job.

704 The Employer agrees to provide the Association with a current copy of job descriptions for all classifications which fall within the scope of this Agreement within sixty (60) days of signing.

On a one-time (1) only basis, upon date of ratification, in accordance with Article 4006 the Association will agree to extend the above timeline up to one hundred and twenty (120) calendar days.

The Employer further agrees to provide the Association and the affected employee(s) with copies of any subsequent amendments to these job descriptions within thirty (30) calendar days following their revision.

Any revision to a job description shall be discussed with the affected employees prior to implementation.

ARTICLE 8: MANAGEMENT RIGHTS

- 801 Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate and generally regulate its facility, affairs and functions.
- 802 In administering this agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

ARTICLE 9: SALARIES

- 901 Salaries shall be paid to each employee in accordance with Schedules "A", "B" and "D" which are attached to and form part of this Agreement.
- 902 In implementing this Agreement, each employee shall be placed not lower than the same increment level and in the same classification to which they were entitled under the previous Agreement.
- 903 An employee's anniversary date for incremental purposes shall be the date on which they last commenced employment with the Employer, except as per Article 904.
- 904 Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence, of four (4) weeks or less or an employee participating in a return-

to-work program. An employee's anniversary date for incremental purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

905 The minimum salary of a newly hired employee will be determined by experience:

- a) on an equivalent full-time basis; and
- b) related to the position applied for and held; and
- c) in accordance with the following table:

	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
1 year in previous 3 years	XX			
2 years in previous 4 years		XX		
3 years in previous 5 years			XX	
4 years in previous 5 years				XX

d) Starting salaries, as specified above, are to be regarded as minimum and shall not prevent the Employer from granting a higher starting salary to any employee, when, in the judgement of the Employer, additional experience or other qualifications so warrant it.

906 Salaries shall be quoted in terms of gross hourly rates and equivalent gross annual rates.

907 Equivalent gross annual rates shall be calculated as follows:

Annual rates = gross hourly rates x annual hours as per Schedule "A".

908 The following is applicable to new employees hired after the date of ratification as referenced in Article 4006:

- a) A graduate of an approved school of the relevant classification and who has not attained their professional designation may, at the discretion of the Employer, be paid eight percent (8%) less than the approved classification rate as set out in Schedule "A" attached hereto. However, for a new graduate, upon attaining their professional designation, will be entitled to the classification rate upon providing proof of certification/licensure. Such rate will be effective the date proof of certification/licensure is provided.
- b) Where registration/licensure is obtained later than six (6) months of commencing employment, the anniversary date for increment purposes shall be the date on which proof of registration/licensure is provided. Should the registration/licensure be delayed due to extenuating circumstance the parties agree to review on a case by case basis.
- c) Failure of a graduate to obtain registration/license within twelve (12) months of commencing employment or denial of registration/license by the appropriate provincial licensing body shall constitute just cause for termination.

909 Should an error be made in an employee's pay which results in the loss of one (1) or more days regular pay in accordance with the relevant daily hours of work under Article 1201, the Employer agrees to issue a manual cheque or direct deposit as soon as possible after becoming aware of the error. If the error results in a loss of less than one (1) days regular pay in accordance with the relevant daily hours of work under Article 1201, the correction will be made on the next scheduled pay day.

910 Long Service Step:

A Long Service Step equivalent to two percent (2%) shall be added to Schedule "A". Employees shall be eligible for the Long Service Step identified in Schedule A upon completion of:

- i. Twenty (20) or more years of continuous service in accordance with Article 206; and
- ii. The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.

ARTICLE 10: SENIORITY

1001 Subject to Article 206 (Continuous Service), seniority shall be defined as the total accumulated regular hours paid by the Employer from the last date the employee entered employment with the Employer. Seniority accumulated with an Employer prior to the date of signing of this Agreement shall be retained, unless otherwise agreed by the Association and the Employer.

1002 Seniority of an employee will continue to accrue during:

- a) any period of paid leave of absence or income protection;
- b) absence on Workers' Compensation for up to two (2) years;
- c) unpaid leave of absence of four (4) weeks or less;
- d) layoff of twenty-six (26) weeks or less;
- e) educational leave of two (2) year or less;
- f) any period of Parenting Leave;
- g) any period of approved unpaid leave of absence for Association purposes of up to one (1) year;
- h) absence up to two (2) years under the Educational Deferred Salary Leave Plan.
- i) any period of unpaid leave of absence due to injury or illness which is compensable by MPI or D&R/LTD for a period of up to two (2) years from the date of the first absence from work related to the injury or illness.
- j) any period of unpaid leave for Public Office in accordance with Article 2405.

1003 Seniority will be retained but will not continue to accrue during:

- a) unpaid leave of absence of more than four (4) weeks. It is understood that where an unpaid leave of absence exceeds four (4) weeks duration, seniority shall continue to accrue for the first four (4) weeks of the leave in accordance with Article 1002 c).
- b) absence on Workers' Compensation for more than (2) years;
- c) educational leave in excess of two (2) years;
- d) layoff more than twenty-six (26) weeks and not more than five (5) years;
- e) any period of unpaid leave of absence due to injury or illness which is compensable by MPI or D & R/LTD in excess of two (2) years from date of the

first absence from work related to the injury or illness;

f) any period when an employee accepts a temporary position with the Employer outside of the bargaining unit for a period of fifty-four (54) weeks or less.

1004 Seniority will terminate if an employee:

a) resigns or retires.

b) is discharged and is not re-instated.

c) is laid off for more than five (5) years.

d) accepts a permanent position with the Employer outside of the bargaining unit and completes the trial period.

ARTICLE 11: VACANCIES, TERM POSITIONS AND NEW POSITIONS

1101 a) Upon promotion, an employee shall receive a salary within the salary range applicable to their new classification, which provides an increase of at least five (5%) percent above their former hourly rate.

b) An employee's anniversary date for the purpose of annual increment shall not be changed as a result of a promotion.

1102 All vacancies which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state the Employer, the classification, job title, required qualifications, site(s)/ base location, current or anticipated shift and hours of work, and wage rate. A copy of the posting shall be sent to the Association office within the posting period. Job descriptions shall be available to applicants upon request.

- 1103 An employee on any leave shall be considered for a posted vacancy provided that the employee submits an application in accordance with the Employers' job posting application procedures.
- 1104 Seniority shall be considered as a factor in vacancy selection (including promotion and transfer) and if all other selection criteria are relatively equal, it shall be considered as the governing factor. Selection criteria shall be available to applicants on request.
- 1105 In a selection process where there are external applicants and the selection criteria are relatively equal amongst applicants, preference shall be given to employees presently in the employ of the Employer who have submitted a written application for the vacant, term or new position.
- 1106 An employee who applies for a posted vacancy with their Employer and who is unsuccessful shall be, upon written request, given the reasons in writing as soon as reasonably possible.
- 1107 All promotions and voluntary transfers to a different department/base location or classification are subject to a three (3) month trial period, which may be extended up to an additional three (3) months if the Employer so requests and the Association agrees.
- 1108 During the trial period, if the employee proves to be unsatisfactory in the new position, or if they wish to revert voluntarily, they shall be returned to -their former position if reasonably possible. All other employees so affected shall be returned to their former positions if

reasonably possible. An employee not returned to their former position shall be returned to their former occupational classification, employment status and step on scale including any increments or general increases that occurred during that period, and where reasonably possible, base location.

- 1109 A full-time or part-time employee, not applicable to a term employee, who accepts a term position with the same Employer, will be returned to their former position at the completion of the term position if reasonably possible. An employee not returned to their former position shall be returned to their former occupational classification and employment status and step on scale including any increments or general increases that occurred during that period, and where reasonably possible, base location.
- 1110 No employee shall be promoted to a position outside the bargaining unit without their consent. This provision shall not be deemed to grant employees the right to refuse temporary assignments made in accordance with Article 23 (Responsibility Pay).
- 1111 a) Probationary Employee - means an employee who has not completed six (6) months or five hundred and twenty (520) hours (whichever comes first) of continuous full-time or part-time employment with the Employer. Until such time as an employee has completed their probation period, they may be subject to discharge for just cause without recourse to the grievance procedure. In the event that an employee is to be discharged during the probation period, written notice shall be served to the employee and the Association. The probation

period for any given employee may be extended after consultation with the Association.

- b) Time frames of continuous employment mentioned in subsection (a) above will be extended for any period of unpaid leave, sick leave, or Worker's Compensation in excess of two (2) calendar weeks.

ARTICLE 12: HOURS OF WORK

1201 Regular full-time hours of work will be (See Schedule A):

- a) 1885 annual hours
seven and one-quarter ($7 \frac{1}{4}$) consecutive hours per day; an average of seventy-two and one-half ($72 \frac{1}{2}$) hours per bi-weekly period. OR
- b) 1950 annual hours
seven and one half ($7 \frac{1}{2}$) consecutive hours per day, an average of seventy-five (75) hours per bi-weekly period. OR
- c) 2015 annual hours
seven and three-quarter ($7 \frac{3}{4}$) consecutive hours per day, an average of seventy-seven and one-half ($77 \frac{1}{2}$) hours per bi-weekly period. OR
- d) 2080 annual hours
eight (8) consecutive hours per day; an average of eighty (80) hours per bi-weekly period.

as is applicable to the classification.

1202 Regular hours of work shall be deemed to:

- a) Include a rest period of twenty (20) minutes to be scheduled by the Employer during each continuous three (3) hour period of duty.
- b) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.
- c) Meal periods and rest periods shall not be combined unless mutually agreed between the Employer and the employee on an incidental basis.

1203 An employee who is required to remain on duty or return to work during their meal period shall be paid at overtime rates for that entire meal period.

1204 Unless given seven (7) days prior notice, an employee whose shift is changed shall be paid at overtime rates for the first shift worked which varies from the posted schedule. Consultation shall occur with the employee prior to the shift change in an effort to accommodate the employee when reasonably possible.

1205 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 evening or night shifts unless otherwise mutually agreed. This provision does not apply to employees who have agreed to work permanently on evening shift or night shift or who have accepted a position that has been posted as having a non-conforming shift pattern.

- 1206 Upon request, an employee who is required to commence or terminate their shift between 0001 hours and 0600 hours, and who does not have their own transportation, will have transportation provided by the Employer.
- 1207 Where an employee is required to attend a staff meeting on a scheduled day of rest, they shall be compensated in accordance with the terms of this agreement.
- 1208 Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one (1) hour of the start of shift, they 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.
- 1209 The changeover from Central Standard Time to Daylight Savings Time will be considered as full hours worked for that shift.

ARTICLE 13: SHIFT SCHEDULES

- 1301 Shift schedules governing a period of two (2) weeks or more shall be posted not less than one (1) month before the first day of the schedule.
- 1302 Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible. It is understood that any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.
- 1303 Except by mutual agreement between an employee and the Employer, shift schedules shall provide for:

- a) not less than fifteen (15) hours off between shifts;
- b) not less than eight (8) days off in any two (2) consecutive pay periods;
- c) not more than eight (8) consecutive working days and whenever possible, seven (7) or less;
- d) it is understood that, on changeover from evenings to days, a period of not less than one (1) shift off between shifts is acceptable.

1304 Except by mutual agreement between an employee and the Employer, shift schedules shall provide for as many weekends off as is reasonably possible with each employee receiving a minimum of one (1) weekend off in three (3).

1305 Whenever reasonably possible, days off shall be granted consecutively.

1306 If the Employer considers implementing a significant change to the normal work day, start and finish times, normal shift of work, normal work week, or normal rotation of shifts the Employer will attempt to obtain the agreement of a majority of affected employees at a meeting held to discuss and consider such changes. A properly designated representative of the Association shall be given seven (7) days notice for an opportunity to attend this meeting and to express the Association's opinion in regard to any proposal of the Employer and to submit any alternate proposals for consideration.

Failing implementation of the alternate proposals, a written explanation shall be sent to the Association. If after due consideration the Employer still plans to implement the change, the affected employees will be given at least sixty (60) days notice. Notice time may

be adjusted by mutual agreement between the Association and the Employer.

- 1307 Self-Scheduling and/or Flex Time Provisions:
Article 12 (Hours of Work) and Article 13 (Shift Schedules) shall not preclude the implementation of self-scheduling and/or flex time by mutual agreement between the Association and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this agreement.

ARTICLE 14: OVERTIME

- 1401 a) Overtime shall mean any authorized time worked in excess of regular hours established under Article 12 (Hours of Work).
- b) An employee will not be eligible to work overtime if they are on any type of requested time off such as vacation or banked overtime until all reasonable efforts to contact other staff have been made as per Article 1402.
- 1402 The Employer shall designate the manner in which overtime is to be authorized. Shifts shall be distributed (offered) as equitably as reasonably possible among employees who have declared their availability. It is recognized that seniority will be a prioritizing factor in determining an equitable distribution. Employees who make it known to the Employer in writing that they are available to work overtime on the following basis;
- i) First, among employees of each department/base location where the shift is available who meet the

provisions above, and who have requested additional shifts.

- ii) Second, among those employees within that site, who meet the provisions above, and who have requested additional shifts;
- iii) Third, among those employees from other sites comprising the Employer who meet the provisions above and who have requested additional shifts.

Where a past practice exists which suits the needs of a particular unit / department / program, the Employer shall endeavor to maintain that practice. Any alternate process developed by the Employer shall be transparent and clearly communicated to employees and the Association.

- 1403 An employee shall not be required to alter their scheduled hours of work to offset any overtime worked.
- 1404 There will be no payment for occasional overtime of less than fifteen (15) minutes in one day.
- 1405 Effective the date of ratification, overtime rates shall be:
 - a) Two (2) times the basic rate of pay for all authorized overtime in any one (1) day;
 - b) Two (2) times the basic rate of pay for the additional shift where the employee works two consecutive shifts;
 - c) Two and one-half (2 ½) times the basic rate of pay on a general holiday;
 - d) One (1) times the basic rate of pay for the time worked when an employee is required to work during a paid rest period or paid meal period;
 - e) Two (2) times the basic rate of pay for the time worked when an employee is required to work during an unpaid meal period.

- 1406 Article 1405 b) will be interpreted on the following basis:
- a) Two consecutive shifts shall be deemed to occur when staff work to the regular stop time of the second shift and where:
 - i) The two shifts overlap (stop time and start time) by seventy-five (75) minutes or less;
 - ii) The two shifts are continuous (no overlap or gap); or,
 - iii) The two shifts have a gap (between end time and start time) of forty-five (45) minutes or less.
 - b) For periods of overlap, staff shall not get the period of overlap paid twice. The rate of payment for the period of overlap shall be calculated based on time worked as part of the regularly scheduled shift. For clarification Article 1208 does not have application related to this Agreement.
 - c) The parties have agreed that the ability to work the entirety of the additional shift as well as the rate of pay/overtime attributable to the additional shift are relevant factors for consideration by management when distributing additional available shifts.
- 1407
- a) If mutually agreed upon, an employee may be granted paid time off equivalent to and in lieu of the overtime payment to which they would otherwise be entitled.
 - b) Overtime may be accumulated to a maximum of eighty (80) hours at any one time. Any overtime in excess of eighty (80) hours shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March 31st of each fiscal year. Accumulated overtime not taken as time off or paid

out by this date shall be paid to the employee in the last pay period of the fiscal year on a separate cheque without a surcharge.

- 1408 An employee performing overtime without advance notice for a period in excess of two (2) hours immediately following their shift shall be supplied with a meal or, in the absence of being supplied with a meal, shall be paid a non-cumulative payment of ten dollars (\$10.00) effective the date of ratification for a meal.
- 1409 For purposes of determining overtime entitlement, all paid leave shall be considered as hours worked.
- 1410 No employee shall be required to work overtime against their wishes when other employees who are capable and qualified to perform the duties are willing and available to perform the required work.
- 1411 In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which regular meal/rest periods shall occur.
- 1412 When an employee is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work related matters without returning to the workplace, the following shall apply:
- a) An employee who has not completed their regular daily or biweekly hours of work shall be paid at their basic rate of pay for a minimum of fifteen (15) minutes or actual time worked whichever is greater for each telephone consultation call logged.

- b) An employee who has completed their regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate for a minimum of fifteen (15) minutes or actual time worked whichever is greater for each telephone consultation call logged.
- c) For purposes of calculation as per (a) and (b) above, time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
- d) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.
- e) Telephone consultations may occur during a standby or non-standby period.
- f) Where the employee is authorized to handle bona fide work-related matters through electronic means, including email, without returning to the workplace, the employee shall be compensated in the same manner as a telephone consultation.
- g) Telephone consultations, or matters handled through electronic means shall not constitute a call back to work.

1413 Overtime worked as a result of the changeover from Daylight Saving Time to Central Standard Time shall be deemed to be authorized overtime.

1414 Where the Employer requires any employee to instruct courses outside of working hours, the employee shall be compensated at overtime rates, where applicable, or granted equivalent time off.

1415 No employee shall work more than a total of sixteen (16) consecutive hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period, unless otherwise mutually agreed between the employee and Employer.

ARTICLE 15: STANDBY AND CALLBACKS

1501 Standby is that time duly authorized by the Employer during which an employee is required to be immediately available by telephone or other contact and may be required to return to work without undue delay.

1502 Standby shall be assigned and scheduled in accordance with the provisions of Article 1301 whenever reasonably possible.

1503 a) An employee designated by the Employer to be on standby shall be paid an allowance of two (2) hours basic pay for each eight (8) hour period or portion thereof.

b) An employee who is scheduled to be on standby following a shift, and who is authorized to work overtime immediately contiguous to their shift, shall not have their standby allowance in a) above pro-rated to offset any overtime worked.

1504 An employee returning to work on a callback outside of their scheduled working hours shall be paid at overtime rates for not less than three (3) hours for each such callback.

- 1505 a) A callback is a callback to return to work and not to work for a particular patient. A callback is defined as a callback to return to the place of work received by an employee during the period between completion of regularly scheduled hours of work and subsequent starting time. A callback shall be calculated from the time the employee arrives at their place of work until the employee leaves the department.
- b) When an employee returning on a callback who is on route and the callback is cancelled, that employee shall be paid for not less than one (1) hour at straight time rates.
- 1506 The Employer shall provide suitable parking facilities for employees who are required to return to the work site on a callback.
- 1507 a) An employee called in to escort a patient when they are not on standby or provided they do not qualify for pay at overtime rates in accordance with Article 14, shall be paid for all time involved with the patient assignment including travel time required to return to the facility, subject to a minimum guarantee of three (3) hours pay at regular rates of pay. All hours worked in excess of the regular hours in accordance with Article 1201 shall be paid in accordance with Article 14.
- b) When an employee is required to escort a patient while on a scheduled shift, overtime rates of pay will apply in accordance with Article 14 for all hours worked in excess of the scheduled shift length (i.e. 7.75 hours, 11.625 hours).

- c) A full-time or part-time employee scheduled or called in for escort duty when they are not on standby whose escort duty is cancelled, shall be paid or assigned work for a period of three (3) hours.

A casual employee whose Escort Duty is cancelled prior to their arrival at the facility shall not be entitled to the payment or work noted above. If their Escort Duty is cancelled after the employee has reported for duty, the employee shall be paid or assigned work for a period of three (3) hours.

It is understood that the full-time, part-time or casual employee shall have the right to refuse the assigned work and as such she/he shall not be entitled to the minimum payment noted above.

- d) When an employee on escort duty is no longer involved with the patient assignment, time and return travel time will be paid as follows:

For each portion of a twenty-four (24) hour period that the employee is awaiting return travel or travelling to return to the facility, the employee will be paid the greater of hours worked plus actual hours in travel status (or overtime in accordance with Article 14) or a prorated shift based on the portion of the twenty-four (24) hour period away.

- e) Where an employee is responsible for the care and control of equipment and/or drugs, and such equipment and/or drugs is not readily portable (as determined by the Employer) and requires the employee's full attention, then the employee shall be considered as being still "on duty" as if they were

still involved with the patient and shall be paid accordingly.

- 1508 An employee going out on escort duty will not suffer any loss in basic salary as a result of missing any portion of a scheduled shift. Therefore, an employee who is unable to return from escort duty in time to work a scheduled shift or portion thereof shall be paid for the missed hours at their basic salary. Where an employee misses only a portion of their scheduled shift while on escort duty, they will be expected to work the remainder of their shift.
- 1509 An employee required for escort duty on a General Holiday shall be paid in accordance with Article 22, and Article 14 if applicable, for all time involved with the patient assignment including travel time required to return to the facility.
- 1510 An employee on escort duty out of province/ country shall be provided with a travel advance for all anticipated travel expenses (transportation, meals, accommodation) before commencing escort duty, unless the employee chooses to make alternate arrangements.
- 1511 An employee on escort duty within the province shall be provided with a ten-dollar (\$10.00) meal advance at the commencement of escort duty for each five (5) hour period of anticipated escort duty, unless the employee chooses to make alternate arrangements. A subsequent travel/ expense claim will be submitted in accordance with the Employer travel policy.

ARTICLE 16: EMERGENCY / DISASTER

- 1601 a) In any emergency or disaster (a sudden generally unexpected occurrence or set of circumstances that overwhelms the Employer's available resources and causes a major impact requiring immediate action) declared by the Senior Administrative Officer or designate as determined by the Employer, 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 Association, and/or by means of the grievance procedure if necessary, except that the provisions of Article 14 shall apply to overtime hours worked.
- b) The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Association and, to this end, participation of all employees is encouraged. Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 14.

ARTICLE 17: TRAVEL EXPENSES

- 1701 a) An employee other than an employee who is required by the Employer to use a personal motor vehicle as a condition of employment, who is required to return to work on a callback or otherwise travel locally on behalf of the Employer shall be reimbursed for return taxi fare/rideshare fee, or reimbursed in accordance with the Province of Manitoba mileage rates for use

of a personal motor vehicle, subject to a minimum mileage payment of five dollars (\$5.00) and a maximum mileage payment of twenty-five dollars (\$25.00) per return trip.

b) Travel Expenses

An employee who is required by the Employer to use a personal motor vehicle as a condition of employment shall be compensated as follows:

- i) The Employer shall reimburse the employee for all business related parking.
- ii) When traveling on authorized Employer business, the Employer shall reimburse employees in accordance with the prevailing Province of Manitoba mileage rates, subject to a minimum payment of:

South of 53rd - six dollars (\$6.00) for a return trip or three dollars (\$3.00) for a one way trip;

North of 53rd - eight dollars (\$8.00) for a return trip or four dollars (\$4.00) for a one way trip.

The Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

iii) "Travel Status" means absence of the employee from the employee's base location on Employer-approved business involving travel and accommodation.

iv) An employee required to travel on behalf of the Employer shall be reimbursed for accommodation expenses while out of town, and

be paid the following per diem allowance for meals:

[Effective August 13, 2022]

Breakfast	Lunch	Dinner	Per Diem
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South of 53rd

\$8.64	\$10.84	\$18.37	\$37.85
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North of 53rd

\$9.19	\$11.39	\$19.69	\$40.27
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Receipts are required for overnight accommodation. The Per Diem allowance covering reimbursement for all meals, snacks, gratuities, personal telephone calls and other incidental expenses is payable to the employees for each full day in “travel status” with no requirement for receipts.

Where no overnight accommodation is required, an employee may claim for the appropriate individual meal allowance only. On part days in “travel status”, the incidentals allowance shall be paid for either the first day or the last day of each absence from the Employer.

An employee who is in travel status may claim an incidentals allowance of five dollars (\$5.00) for each night. The incidentals allowance covers reimbursement for all incidental expenses.

When the Province of Manitoba meal allowance rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate

adjustments will parallel the Provincial rate adjustment.

1702 Where an employee is required to travel outside of the employee's work site on Employer business, such employee shall receive compensatory leave at straight time for hours in excess of normal work hours.

ARTICLE 18: PREMIUMS

1801 a) An employee scheduled and required to work any hours between 1800 hours and the next succeeding 2400 hours, as part of any shift, shall be paid an evening shift premium of two dollars (\$2.00) effective the date of ratification per hour for the hours worked between 1500 hours and 2400 hours.

b) An employee scheduled and required to work a shift where the majority of the hours fall between 2400 hours and 0600 hours, shall be paid a night shift premium of three dollars and fifty cents (\$3.50) effective the date of ratification per hour for that entire shift.

1802 A weekend premium of two dollars (\$2.00) per hour shall be paid to an employee for all hours actually 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.

1803 Shift premium shall not be payable when an employee is on leave of absence, sick time, Recognized Holiday, paid vacation and Workers' Compensation unless the employee works a permanent evening or night shift.

Effective (date of ratification) shift premiums and weekend premiums* shall be payable only for hours actually worked on a callback.

*Weekend Super Premium shall not apply to the premiums paid on callback hours actually worked.

ARTICLE 19: ANNUAL VACATION

1901 Annual vacations shall be earned during the period between the first (1st) day of May and the (30th) day of April. Notwithstanding the dates of the vacation year, vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.

Refer to MOU 39 Re: Standard Vacation Year for employees transitioning to a May 1 to April 30 vacation year, effective for the 2024/25 vacation year.

1902 The whole of the calendar year shall be available for vacations to be taken; however, vacation earned in any vacation year is to be taken the following vacation year, unless otherwise mutually agreed between the employee and the Employer.

Upon request, an employee may be permitted to retain up to three (3) days of their 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 to accommodate scheduling.

Carry over of these three (3) retained vacation days will be allowed subject to a written request being

received by the appropriate manager sixty (60) days prior to the end of the current vacation year. Such days shall be paid out if not taken by the end of the vacation year to which they were carried over.

1903 Terminal vacation pay shall be calculated in accordance with Article 1904 and shall be based on the employee's rate of pay on the date of termination.

1904 a) Employees shall be entitled to paid vacation, calculated on the basis of vacation earned at the following rates:

i) Twenty (20) working days per year commencing in first (1st) year of employment

ii) Twenty-five (25) working days per year commencing in fourth (4th) year of employment

iii) Thirty (30) working days per year commencing in eleventh (11th) year of employment

iv) Thirty-five (35) working days per year commencing in twenty-first (21st) year of employment

Two (2) additional travel days will be granted each year.

b) Vacation entitlement for the vacation year following completion of the third (3rd), tenth (10th) and twentieth (20th) years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

1905 An additional five (5) days of vacation will be granted to an employee in the year of their twentieth (20th) anniversary of their employment and every consecutive five (5) years until termination of their

employment. Such days shall be prorated for a part-time employee. Such additional vacation shall be taken in the vacation year during which the anniversary will occur.

1906 An employee who has not completed one (1) year's continuous employment at the end of the previous vacation year shall be granted a pro-rata vacation.

1907 The Employer shall post vacation entitlements not later than two (2) months prior to the start of the vacation year, and employees shall express their preference to utilize their vacation entitlement, in accordance with Article 1902, one (1) month before the start of the vacation year.

1908 The Employer will post an approved vacation schedule not later than one (1) day before the start of the next vacation year, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.

Approved vacations will not be re-scheduled except on application by the employee and insofar as such change does not affect departmental operations or disrupt any other employee's scheduled vacation.

1909 Annual vacation will not be reduced as a result of a paid leave of absence, or unpaid leave of absence of four (4) weeks or less.

For unpaid leaves of absence that exceed four (4) weeks, vacation shall accrue for the first four (4) weeks.

1910 Employees on Workers Compensation will continue to accrue paid vacation for a period of one (1) year from

the date of the first absence from work, related to the occurrence of the compensable injury or illness.

- 1911 Unless otherwise specified elsewhere in the Collective Agreement, all accrued vacation not taken during the vacation year shall be paid out at the end of the vacation year.

ARTICLE 20: INCOME PROTECTION

- 2001 An employee who is absent due to illness or injury which is not eligible for compensation by either the Workers' Compensation Board subject to 2012 a) or by Manitoba Public Insurance (MPI) as a result of a motor vehicle accident subject to 2012 b), shall be paid their regular basic salary to the extent that they have 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 Manitoba Public Insurance.

- 2002 A full-time employee shall accumulate income protection credits at the rate of one and one-quarter (1.25) days per month.

Of each day and a quarter (1.25) of income protection credits earned, one (1.0) day* (80%) shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining one quarter (0.25) of a day* (20%) shall be reserved for either the employee's use or for use in the event of family illness as specified in Article 2005. The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

*In the employee's first year of employment, amend "one day" to read "three quarters of a day" and amend "one quarter of a day" to read "one half of a day".

- Eighty percent (80%) of the balance will be reserved for the employee's personal use.
- Twenty percent (20%) of the balance will be reserved for either the employee's personal use or for use in the event of family leave in accordance with Article 2005.

2003 At the effective date of this Agreement, each employee will retain income protection benefits accumulated and not used to that date.

2004 Income protection will continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks or less. For unpaid leaves of absence that exceed four (4) weeks, income protection credits shall be retained but shall not accrue for that period of time that exceeds four (4) weeks.

2005 Subject to the provisions of Article 2002, an employee may use income protection for the purpose of providing care in the event of an illness of a spouse, child, parent, mother-in-law, or father-in-law.

2006 An employee who will be absent due to illness or injury shall inform their supervisor or designate prior to commencement of their next scheduled shift(s). An employee will give notice as specified below or as soon as reasonably possible.

Prior to day shift	one and one half (1 ½) hour
Prior to evening shift	three (3) hours
Prior to night shift	three (3) hours

An employee returning to work following an absence of one (1) week or more shall provide a minimum of 48 hours' notice, or less if mutually agreeable, prior to returning to work.

2007 The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform their normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than three (3) days.

2008 Upon sufficient notification to the Employer, and providing such time off does not unduly disrupt the departmental operations, time off for medical and dental examinations and/or treatments, may be granted and such time off including necessary travel time, shall be chargeable against accumulated income protection benefits. It is understood that employees should attempt to schedule these appointments on time off.

The time utilized for such appointments shall be deducted from accumulated income protection to the nearest one-quarter hour.

2009 Where an employee qualifies for sick leave involving hospitalization or bereavement leave for immediate family only (spouse/common law spouse, child or parent; does not include stepchildren, spouse / common law spouse's parents or grandparents), during their period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, provided proof of hospitalization is given.

- 2010 Within five (5) business days, the Employer will provide each employee with a statement of accumulated income protection credits upon request.
- 2011 Part-time employees shall accumulate income protection credits on a pro rata basis.
- 2012 a) Income Protection and Workers Compensation (WCB)

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

The employee may elect to submit an application to the Employer requesting that the Employer supplement the award made by the Workers Compensation Board for the loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119)** calendar days have elapsed since the first day of supplement, whichever is less.

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

*** Note: Benefit plans other than HEB may have different elimination periods. See Article 2014.*

b) Income Protection and Manitoba Public Insurance (MPI)

- i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident the employee must advise their supervisor as soon as possible and the employee must submit a claim for benefits to Manitoba Public Insurance. Failure to do so shall disentitle the employee from income protection benefits. It is expressly understood that an employee may not receive compensation from both Income Protection and from MPI.
- ii) Subject to b) i), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions.
- iii) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 203 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan Contributions and EI contributions.

iv) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed the lesser of:

A. the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119)** calendar day elimination period; or,

B. seventy percent (70%) of the value of the employee's accumulated income protection credits.

v) The employee shall reimburse the Employer by assigning sufficient MPI 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 MPI directly to the employee.

vi) In the event that MPI 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.

vii) 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.

***** Note: Benefit plans other than HEB may have different elimination periods. See Article 2014.***

- c)
- i) Subject to “b”, an employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the MPI payments.
 - ii) The amount of such supplement will equal ten percent (10%) of the employee’s regular net salary not earned due to the time loss. Regular net salary will be based on the employee’s basic salary as defined in Article 203 of the Collective Agreement (exclusive of overtime), less the employee’s usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
 - iii) The Employer’s supplement shall be charged to the employee’s accumulated income protection credits and such supplement shall be paid until the employee’s accumulated income protection credits are exhausted, or until one hundred and nineteen (119)** calendar days have elapsed since the first day of supplement, whichever is less.
 - iv) If at any time it is decided by Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by Manitoba Public Insurance, then such payment shall not be payable.

- v) An employee who is in receipt of MPI benefits shall continue to accrue seniority, income protection and vacation to the extent that they have accrued income protection credits or for one hundred and nineteen (119)** days whichever is less.

*** Note: Benefit plans other than HEB may have different elimination periods. See Article 2014.*

2013 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of one (1) year.

2014 Applicable to all except as noted below:
It is understood that the elimination period for the HEB Disability & Rehabilitation Plan is one hundred and nineteen (119) days. An employee may claim income protection benefits for a period of time not to exceed this elimination period providing they have sufficient income protection credits.

Former Civil Service grandparented employees only:
It is understood that the elimination period for the Long Term Disability Plan is the greater of one hundred and twenty (120) calendar days or the exhausting of the employee's income protection Bank to a maximum of two-hundred and eight (208) working days.

2015 An employee may utilize up to five (5) days income protection credits before or after the Employment Insurance Maternity Benefit period. This clause is only applicable to an employee who has completed six (6)

months continuous employment with the Centre and who does not meet the requirements of Article 2502.

2016 An employee, other than a probationary employee, shall be entitled to utilize up to five (5) days income protection credits before they are earned. The Employer will recover from a terminating employee all paid sick leave granted but not earned.

2017 Income protection cannot be claimed for any additional shift that was picked up at overtime rates.

2018 For informational purposes only, the Employer agrees to provide the Association with a copy of any current policies regarding income protection utilization within thirty (30) days of ratification.

On a one - time (1) only basis, upon date of ratification, in accordance with Article 4006 the Association will agree to extend the above timeline ninety (90) calendar days.

The Employer further agrees to provide the Association with copies of any subsequent amendments to the policy within thirty (30) days.

2019 As soon as an employee is aware of a date upon which their scheduled surgery will occur, they shall notify the Employer, in writing, of this date and any change thereto so that staff coverage for their intended absence may be arranged.

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 to cover the anticipated absence, the Employer shall have the right to cancel the relief shifts.

These relief shifts shall be clearly identified as being subject to forty-eight (48) hours notice of cancellation.

- 2020 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

ARTICLE 21: BEREAVEMENT LEAVE

- 2101 An employee who is or will be absent on bereavement leave shall notify their supervisor at the earliest possible opportunity.
- 2102 Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of the death of a spouse, live-in partner, common-law spouse, fiancé, child, step-child, parent, step-parent, sibling, step-sibling, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, and any other relative who resides in the same household. Unless other arrangements have been made with the Employer, such days may be taken only in the period which extends from the date of notification of death up to and including the day following the internment, funeral or initial memorial service or four (4) calendar days following the death, whichever is greater.

One (1) bereavement leave day may be retained for use in the case where actual interment, cremation, funeral or initial memorial service is at a later date.

2103 Where travel in excess of two hundred (200) km. (one way travel) is required, bereavement leave, in accordance with Article 2102, shall be extended by up to two (2) additional working days when required.

2104 Provided the employee has not received bereavement leave in accordance with Article 2102 above:

a) Necessary time off up to one (1) day without loss of pay shall be granted an employee to attend an internment, funeral or initial memorial service as a pallbearer.

b) Subject to operational requirements, every reasonable effort shall be made to grant leave of absence without loss of pay of up to one (1) day to an employee to attend an internment, funeral or initial memorial service as a mourner.

ARTICLE 22: GENERAL HOLIDAYS

2201 A day off with pay shall be granted to every full-time employee on or for each of the following general holidays:

New Year's Day (January 1st)
Louis Riel Day (la journee Louis Riel)
Good Friday
Easter Monday
Victoria Day
Canada Day (July 1st)

Terry Fox Day (la journee Terry Fox)
Labour Day
Truth and Reconciliation Day (as of Sept 30th, 2021)
Thanksgiving Day
Remembrance Day (November 11th)
Christmas Day (December 25th)
Boxing Day (December 26th)

and any other holiday declared by the Federal or Provincial or Local Government Authority.

Applicable to employees of Community Health Programs and Mental Health & Addictions where the Employer's hours of operation are regular business hours Monday to Friday only:

Where the Employer requires an employee to work a regular workday on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

2202 An employee scheduled and required to work on any General Holiday shall be paid one and one-half (1 ½X) times their basic rate for regular daily hours. In addition, a full-time employee shall be granted a compensating paid day of rest within thirty (30) days before or after the holiday. If a compensating day is offered to, but by mutual agreement, not taken by an employee, then that employee shall receive an additional day's pay at the basic rate in lieu thereof.

2203 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.

2204 The Employer will ensure that all employees are scheduled to receive at least two (2) General Holidays, in addition to Christmas Day or New Year's Day, on the days on which they actually occur, and consecutive with days off.

2205 A General Holiday which occurs while an employee is receiving income protection benefits will be paid as a holiday, and not deducted from accumulated credits.

However, when the full-time employee has already received an alternate day off with basic pay for the general holiday, they shall be paid from income protection credits for that day at their basic rate of pay.

2206 An employee required to work on either Christmas Day or New Year's Day shall be scheduled to receive not less than three (3) consecutive days off incorporating the other of those holidays.

ARTICLE 23: RESPONSIBILITY PAY

2301 Applicable @ The Pas, Flin Flon, Snow Lake, Sherridon, and Cormorant

An employee temporarily assigned to perform substantial duties or responsibilities of a higher salary classification for at least one (1) entire shift shall be paid a rate in the higher salary range which is at least ten percent (10%) higher than the regular basic salary to which they would otherwise be entitled.

Applicable @ Thompson, Gillam, Leaf Rapids, Lynn Lake, and Bay Line communities

An employee temporarily assigned to perform substantial duties or responsibilities of a higher salary

classification for at least one (1) entire shift shall be paid a rate in the higher salary range which is at least five percent (5%) higher than the regular basic salary to which they would otherwise be entitled.

- 2302 Temporary relief duty shall not normally exceed six (6) consecutive weeks; however, such temporary relief duty may be extended by mutual agreement between the Employer and the Association. Any anticipated vacancy in excess of six (6) weeks or in excess of the mutually agreed upon time shall be posted as a term position.

ARTICLE 24: LEAVE OF ABSENCE

- 2401 Except in emergencies all requests for a leave of absence shall be made in writing, stating the reasons and the expected duration of the leave, and submitted to the Employer at least four (4) weeks in advance, unless otherwise provided for elsewhere in this Article. Such requests will be considered on their individual merits, which may include the operational needs of the department but shall not be unreasonably denied.

The Employer shall notify the employee of their decision in writing, within two (2) weeks of receipt of the request.

- 2402 Except under extenuating circumstances, failure to return to duty as scheduled following a leave of absence, without authorization, will be deemed to constitute a voluntary resignation.
- 2403 a) An employee required to attend a court proceeding, other than a court proceeding occasioned by the employee's private affairs where they are a party to

that proceeding, shall receive leave of absence at their regular basic rate of pay, and remit to the employer any jury or witness fees received, only for those days they were normally scheduled to work. The employee shall not request reimbursement for, or be required to remit any reimbursement of expenses for such duty.

An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employees' private affairs shall receive a leave of absence without pay for the required absence.

- b) All time spent subpoenaed as a witness on a work-related matter shall be considered time worked and overtime rates shall apply as per Article 14.

2404 Citizenship Ceremony

An employee shall be granted paid leave for the necessary time off to attend their citizenship ceremony to receive their certificate of citizenship to become a Canadian Citizen up to a maximum of one (1) day. The employee shall notify the Employer a minimum of seven (7) days prior to the date the leave is required.

2405 Leave for Public Office

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 an employee may be a candidate in a federal, provincial or municipal election. An employee who is elected to public office shall be granted leave of absence without pay for the term of their office.

- 2406 Seniority and benefits shall continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks duration or less.

Unless provided for otherwise in this agreement, employees will receive accrued seniority and benefits during the first four (4) weeks of a leave of absence when a leave of absence is longer than four (4) weeks.

2407 Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.

2408 Employees will pay the Employer's and employee's share of Group Health, Dental, Group Life and D&R when on any period of unpaid LOA.

Subject to the terms of the plan, where an employee is on any return to work program where all or a portion of the employees' wages are being paid by the Employer, the Employer will pay the Employer's share of premiums on the condition that the employee is paying their share.

It is understood this does not negate Article 3003.

2409 An employee's anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

2410 An employee on Leave of Absence up to two (2) years shall have the right to return to their former classification. The Employer shall make every reasonable effort to assure that an employee granted a leave of absence up to one (1) year (80 weeks for maternity/parental leave) is returned to the same position. In the event that the employee's position no longer exists the employee shall be entitled to exercise their seniority as per Article 33.

2411 Consistent with the operational needs of the Department, every effort will be made to accommodate reasonable requests for part-time leave of absence. A part-time leave shall mean a leave of absence which is granted to an employee which results in them being absent from work for a portion of their normal schedule, on a regular recurring basis over a defined period of time.

Where an employee has requested and been granted a part-time leave of absence, they will be entitled to accrual of vacation, income protection credits, pre-retirement leave, and General Holiday pay on a pro-rata basis.

2412 The Employer shall grant a military leave without pay to an employee to fulfill their obligations in the Reserves, subject to the provisions of Article 2401 and 2402.

2413 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) calendar days of employment with the Employer 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, totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

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

For certainty, a leave may be taken after the end of the twenty-six (26) week period as set out in the physician's or nurse practitioner's certificate, and no additional certificate is required.

- e) A family member for the purposes 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 of the employee's spouse or common-law partner or a spouse or common-law partner of the parent;
 - iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
 - v) a current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - vi) a current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
 - vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
 - viii) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- f) Unless otherwise mutually agreed an employee may end their compassionate leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours' notice. Any additional available shifts resulting from compassionate care leave being granted shall be subject to forty-eight (48) hours' notice of cancellation.
- g) Seniority shall accrue as per Article 1003 a).
- h) Subject to the provisions of Article 2002 the employee may apply to utilize income protection credits to cover part or all of the Employment Insurance waiting period provided that it isn't greater than two (2) weeks.

- i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 2102.

2414 An employee who qualifies for and is granted an unpaid leave of absence related to critical illness of a family member in accordance with the *Employment Standards Code* (Manitoba), as may be amended from time to time, may qualify for income support through Service Canada.

2415 Career Development

- a) The Employer and the Association mutually recognize that additional and continuing education of employees is desirable as a means of enhancing patient/resident/client care and improving the effectiveness of employee performance.
- b) Leave of absence with or without pay may be granted for educational programs approved by the Employer subject to the following conditions:
 - i) Leave with salary may, at the discretion of the Employer, be granted to employees who apply for leave to take an educational course recognized by the Employer, in order to perform current or anticipated duties more effectively.
 - ii) Application shall be made in writing to the Employer, including a description of the course or courses to be taken; and the duration of leave applied for, subject to the terms of this Article.
 - iii) When an employee qualifies for leave with salary in accordance with i) above, they shall be paid such portion of their salary not exceeding ten

- percent (10%) thereof for each full year of service to a maximum of seventy-five percent (75%) of full salary.
- iv) Educational leave of over one (1) year is subject to annual review.

 - c) If the Employer requires attendance at any meeting, conference, workshop, seminar, course or program, the employee shall be granted necessary paid leave of absence and reimbursed for all reasonable expenses related thereto.

 - d) During the life of this Agreement, the Employer will attempt to provide the equivalent of five (5) days of in-service education for each employee, during the regular working hours.

 - e) Where an employee is required to prepare presentations on behalf of the Employer for any conference, workshop or seminar, all pre-authorized time spent by the employee on preparing such presentations shall be considered to be time worked.

 - f) If an employee takes a course outside of working hours, and if before the employee takes the course, their supervisor indicates the course is relevant to their employment and has approved the course for reimbursement, the employer will reimburse the employee for the tuition fee to a limit of two hundred dollars (\$200) per course upon successful completion of the course, up to a maximum of four hundred dollars (\$400) per fiscal year. Proof of successful completion will be required.

- 2416 If the Employer requires attendance at any meeting, conference, training, workshop, seminar, course or program outside of working hours, the employee shall be compensated at straight time rates or granted equivalent time off and shall be reimbursed for all reasonable expenses related thereto.
- 2417 An employee shall be entitled to a leave of absence without pay, subject to operational requirements, to write an examination to upgrade their skills relevant to their employment.
- 2418 Leave for purposes such as serious personal loss due to fire, flood, or theft, may be granted at the Employer's discretion.

ARTICLE 25: PARENTING LEAVE

- 2501 Parenting Leave
Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Adoption Leave.
- 2502 Maternity Leave
(01) An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan "A" or Plan "B" but not both.

The Employer may require an employee to commence maternity leave if the state of the employee's health is incompatible with the requirements of their job, and such time shall be in addition to the leave the employee is otherwise entitled to under this Article.

Plan A:

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

- a) have completed six (6) continuous months of employment with the Employer;
- b) submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified in the application as the intended day on which the leave is to commence;
- c) provide the Employer with a certificate of a duly qualified medical practitioner certifying pregnancy and specifying the estimated date of delivery.

2502 (02) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 2502(01) c), or
- b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 2502(01) c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician/duly qualified medical practitioner or recommendation by the Manager.

- 2502 (03) a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of their accumulated income protection credits against the Employment Insurance waiting period. These ten (10) days shall be pro-rated for part-time employees based on their equivalent to full-time status.
- b) Should the employee not return to work following their maternity leave for a period of employment sufficient to allow re-accumulation of the number of income protection days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved income protection credits granted during the period of return shall be counted as days worked.

2502 (04) Plan B:

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

- a) have completed six (6) continuous months of employment with the Employer if they are a full-time employee and seven (7) continuous months of employment with the Employer if they are a part-time employee;
- b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified in the application as the day on which such leave will commence;
- c) provide the Employer with a certificate of a duly qualified medical practitioner certifying pregnancy and specifying the estimated date of delivery;

- d) within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance Benefits pursuant to *The Employment Insurance Act*, provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the employee in exceptional circumstances.

2502 (05) An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:

- a) the employee will return to work and remain in the employ of the Employer for at least six (6) months following their return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of return from Maternity Leave or at any time during the six (6) months following the date of return from Maternity Leave, they must remain in the employ of the Employer, and work the working hours they would have otherwise worked in the higher EFT position during the six (6) month period, and;
- b) the employee will return to work on the date of the expiry of maternity leave and where applicable, parental leave, unless this date is modified by the Employer, and;
- c) should the employee fail to return to work, or in the event the employee does not complete the full period of service as provided under a) and/or b) above, they are indebted to the Employer and shall repay the “top up” as follows:

Monetary value of top up provided

(value is based on hours paid at regular rate of pay in 6 months prior to leave) X no. of hours not worked
Hours of service required to be worked
(based on monetary value)

2502 (06) An employee who qualifies is entitled to a maternity leave consisting of:

- a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 2502(04) c), or
- b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 2502(04) c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Manager.

2502 (07) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:

- a) to offset the EI waiting period the Employer will pay, for up to the first two (2) weeks, ninety three percent (93%) of an employee's normal weekly earnings;
- b) for up to a maximum of seventeen (17) weeks, less the EI waiting period under a) above, 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) it is understood that the amount of the payment made by the Employer under a) and b) above shall not, when combined with the EI benefit, and any other earnings received by the employee, exceed ninety three percent (93%) of the employee's normal weekly earnings.

d) all other time as may be provided under Article 2502(06) shall be on a leave without pay basis.

2502 (08) Plan B does not apply to term employees. Plan B also does not apply to employees who normally are subject to seasonal lay-off with the exception of Mental Health and Community Addictions Program School Based Staff.

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

2502 (09) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and paid vacation entitlement shall not accrue. At their discretion, employees are eligible to utilize up to their full unpaid vacation entitlement.

2502 (10) Sections 52 through 59.1 (2) inclusive and Section 60 of *The Employment Standards Code* respecting maternity leave shall apply "mutatis mutandis".

2502 (11) Parental Leave

In order to qualify for Parental Leave, an employee must:

- a) be a birth parent or must assume actual care and custody of their newborn child; or
- b) adopt a child under the law of the province; or
- c) be an individual who assumes legal care and custody of a child.

2502 (12) An employee who qualifies under Article 2502(11) must:

- a) have completed six (6) continuous months of employment; and
- b) Except in the case of Adoption Leave, in accordance with Article 2502(11) b), submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- c) In the case of Adoption Leave in accordance with Article 2502(11) b), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.

2502 (13) An employee who qualifies in accordance with Articles 2502(11) and 2502(12) is entitled to Parental Leave without pay for a continuous period of up to sixty-three (63) weeks. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave exceeding eighty (80) consecutive weeks.

Where Maternity and/or Parental Leave exceeds seventeen (17) weeks and extends beyond the current vacation year in which the leave commenced, the following shall apply:

- a) The employee may elect to carry over any remaining current annual vacation, to a maximum of ten (10) vacation days, prorated for part-time employees, to be available to be taken in the vacation year in which the employee's leave ends. The balance of the current annual vacation not carried over will be paid out upon the employee's return from leave.
- b) In the vacation year subsequent to the employee's return from leave, the employee may elect to maintain carry over of any remaining vacation carried over in a) (if not already taken), plus all vacation accrued subsequent to their return from leave.
- c) It is understood that a member shall not be permitted more paid vacation entitlement (time off) per year than what is contemplated in Articles 503 b) and 1904. Any additional accrued vacation pay shall be paid out to the employee on an annual basis.

2502 (14) Subject to Article 2502(15), Parental Leave must commence no later than eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.

2502 (15) 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.

2503 Sections 58(1) through 59.1(2) inclusive and Section 60 of *The Employment Standards Code* respecting Parental Leave shall apply "mutatis mutandis".

2504 Partner Leave

Upon request, an employee whose partner has given birth to a child, or an employee who has adopted a child, shall be entitled to three (3) days leave of absence with pay. Such leave shall be granted within seven (7) days of the birth or adoption of the child.

2505 An employee may end maternity or parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the day the employee wants to end the leave.

2506 A full time or part time permanent employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with accrued service accumulated up to the time of resignation for the purpose of the long service step, vacation entitlement benefits and wage scale increments as defined in this agreement.

The following conditions shall apply:

- The employee must have accumulated at least four (4) years of continuous service with the Employer at the time of resigning.
- The resignation itself must indicate the reason for resigning.

The break in service shall be for no longer than five (5) years, and during that time the employee must not have been engaged in remunerative employment for more than three (3) months.

Upon return the employee shall be given preference over candidates external to the Employer, and previous seniority shall be taken into consideration as an external applicant. After five (5) years the employee will then be considered an external candidate with no previous seniority.

ARTICLE 26: ASSOCIATION SECURITY

2601 A copy of this Collective Agreement shall be provided by the Association to each employee bound by the Agreement. The cost of printing shall be shared equally by the Employer and the Association. The Association will provide sufficient copies for Employer administration needs.

2602 All employees who are Association members in good standing or who may subsequently become Association members in good standing, shall as a condition of employment maintain Association membership during the life of this Agreement. All employees who are not Association members shall not be required to become members as a condition of employment. All new employees shall as a condition of employment, become Association members within ninety (90) days from the date of employment and shall as a condition of employment, remain Association members in good standing during the life of this Agreement. During the thirty (30) day interval immediately preceding the renewal date of this Agreement, any member may make

application to the Association requesting termination of their membership.

- 2603 a) When meeting with the Employer Organizations to conduct joint negotiations, a maximum of sixteen (16) employees from all bargaining units combined will be entitled to leave of absence without loss of regular pay or benefits, to participate in negotiations in which both the Employer Organizations and the Association are represented.

The number of employees from each Employers Organization shall be designated/determined by the Association.

- b) Prior to the commencement of negotiations, the Association shall supply the Employer(s) with a list of employee representatives for negotiations.
- c) Subject to the mutual agreement of the parties, the total number of employees referred to above may be altered, provided any additional employees are on wage recovery. In such cases, the Association shall reimburse the Employer for salary, benefits and Manitoba Government Payroll Tax.

- 2604 Representatives of the Association and/or grievors shall suffer no loss of pay or benefits as a result of their involvement in Grievance or Arbitration proceedings or Labour Board hearings related to the Employer.

- 2605 The Employer agrees to deduct the current Association dues from the pay of each employee in the bargaining unit. The dues deduction formula shall be compatible with the Employer's present payroll system.

- 2606 The Employer agrees to deduct once annually the amount of any special general assessment made by the Association. The Association shall notify the Employer, in writing, of the amount of the assessment at least one (1) month in advance of the end of the pay period in which the deductions are to be made.
- 2607 Such dues shall be forwarded by the Employer to the Association within thirty (30) days after the end of each month, together with a list of all employees from whom the deductions were made and details of all changes from the proceeding month's deduction listing. If available, appropriate electronic copies of said information shall also be sent to the Association office. The Employer may, at its' discretion, choose to remit dues to the Association via an electronic funds transfer method.
- 2608 The Association shall hold the Employer harmless with respect to all dues and general assessments so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.
- 2609 The Association shall notify the Employer in writing as to the amount(s) of the current Association dues to be deducted, not less than one (1) month in advance, and the dues structure shall not be changed more than twice in any calendar year.
- 2610 The Association agrees to provide the Employer with a current list of officers and authorized representatives once annually.
- 2611 The Employer agrees to provide a suitable notice board for the posting of notices by the Association, within each

building managed/operated by the Employer where members of the bargaining unit are regularly employed. The Employer agrees not to remove existing bulletin boards in departments where they are currently located. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Association agrees to comply with this request.

2612 The Employer shall record on the statement of earnings (T4) of each employee the amount of dues deducted from the employee's pay and remitted to the Association.

2613 A representative of the Association will be granted up to thirty (30) minutes to familiarize a new employee with the Association and this Agreement during the period of orientation. A representative of Management may choose to be present during such time.

2614 Association Leave:

Subject to at least two (2) or more week's written notice of request, and no additional cost to the Employer, leave of absence without loss of salary or benefits shall be granted to Association representatives for the purpose of attendance at Association meetings or seminars. It is understood that the Association will reimburse the Employer for salary, benefits and Manitoba Government payroll tax, if applicable.

Subject to four (4) weeks written notice of request, an employee elected or selected to a full-time position with the Association shall be granted an unpaid leave of absence for a period of up to one (1) year. Such leave shall be renewed each year, on request during their term of office, to a maximum of four (4) years.

Applicable to the MAHCP President position only:

Subject to four (4) weeks written notice of request, an employee elected or selected to the MAHCP President position shall be granted an unpaid leave of absence for a period of up to two (2) years.

2615 The Employer will provide the Association with a seniority list within thirty (30) days of the last pay period in October, including the following information about employees in the bargaining unit: name, home mailing address, personal email address (if available), personal phone number, classification, department, work location (if available), employment status (i.e. full-time, part-time, or casual), salary rate, date of employment and continuous service date. The employee's address, phone number or personal email address shall be excepted only when an employee has expressly instructed the Employer in writing that personal information should not be disclosed to any third party. The Association will have forty-five (45) days in which to bring any alleged error to the attention of the Employer. The Employer will correct any errors so found and verified if required. Electronic copies of said information shall be sent to the Association office. By March 31st of each year, the corrected list shall be posted by the Employer in all relevant work locations.

The Employer will provide to the Association one (1) additional updated seniority list per year, upon request, for Association administrative purposes only.

The Association commits to have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of this information.

2616 When an employee makes known to the Employer or the Association that they are a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from being members of or financially supporting any union or professional association, the matter shall be dealt with in accordance with Section 76(3) of *The Labour Relations Act of Manitoba*.

ARTICLE 27: GRIEVANCE PROCEDURE

2701 A “grievance” shall mean any dispute between the Employer and an employee or the Association concerning the interpretation, application or alleged violation of this Collective Agreement.

2702 Discussion Stage

The employee and their supervisor shall first attempt to resolve the dispute by means of discussion.

2703 Step One

Within fourteen (14) calendar days after the incident giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the Human Resources Consultant or other designate as determined by the Employer who is outside the bargaining unit.

2704 The Employer shall have ten (10) calendar days, following receipt of the grievance, to investigate the matter and to reply rendering a decision in writing.

2705 Step Two

Within twenty-eight (28) calendar days after the incident became apparent, the unresolved grievance shall be

submitted in writing to the Director, Human Resources or designate.

- 2706 Within ten (10) calendar days after receiving the grievance, the Director, Human Resources or designate shall investigate the matter, conducting a hearing upon the Association's request, and reply rendering a decision in writing.

The Grievance Investigation Process (GIP) as outlined in MOU 7 requires that all grievances that have reached the stage where they would be referred to Arbitration are referred to the grievance investigator prior to proceeding to Arbitration, unless the Executive Director of the Association (MAHCP) and the Executive Director at the Provincial Health Labour Relations Services (PHLRS) agree that it shall not be investigated or mediated by the individual named as the Grievance Investigator.

- 2707 If the grievance is not resolved in accordance with Article 2706 above, it may be submitted for binding arbitration under Article 28 within the next ensuing fourteen (14) calendar days.

- 2708 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.

- 2709 An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably

have become aware of it under actual or reasonable circumstances.

- 2710 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Association and the Employer, or voluntary written extension of stipulated time limits.
- 2711 Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.
- 2712 An employee may elect to be accompanied by an Association Representative at the Discussion Stage of the Grievance procedure and will be accompanied or represented by an Association Representative for Steps One and Two of the Grievance procedure and at any stage of the Arbitration procedure.
- 2713 Every effort will be exerted by the Employer and the Association to resolve grievances expeditiously. The parties shall consider all grievances on their individual merits.
- 2714 Civil Liability Indemnification
- a) If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, except in instances of gross negligence then:
 - i. The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee shall advise the employer of any such notification or legal process;

- ii. The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
 - iii. The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer before the same is finalized; provided in every case the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee;
- b) In accordance with Subsection (a) above, the Employer or Employer's Insurance Provider shall appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

ARTICLE 28: ARBITRATION PROCEDURE

2801 A referral for arbitration shall be made in writing by either party, addressed to the other party to this Agreement, within the time defined in Article 2707. The referral for arbitration shall contain the names of three (3) proposed sole arbitrators. The other party shall, within ten (10) calendar days of the receipt of such notice, notify the party who referred the matter to arbitration of the acceptance of one of the arbitrators named or propose others. Where the parties are unable to agree on the choice of a single arbitrator, the party who referred the matter to arbitration may make

application to the Manitoba Labour Board to select an arbitrator or proceed as outlined in Article 2802.

- 2802 If mutual agreement is not reached by both parties to choose a single Arbitrator within fourteen (14) calendar days from the time that the matter is referred to arbitration the Employer and the Association shall nominate their respective appointees to a three (3) person Arbitration Board.
- 2803 Within fourteen (14) calendar days, the appointees shall agree to a third member to act as Chairperson of the Arbitration Board.
- 2804 If either party fails to nominate their appointee, or an appointee is unable to serve, then the other party to the dispute may request the Manitoba Labour Board to select a substitute.
- 2805 If either party fails to agree to a Chairperson, the request shall be sent to the Manitoba Labour Board to make such appointment.
- 2806 The finding of the sole arbitrator, a majority of arbitrators, or the chairperson in the absence of a majority, shall be conclusive and binding upon all parties affected, but no such finding or award shall be inconsistent with the terms of this Agreement. If necessary, the arbitrator(s) may be requested to clarify the terms of such award.
- 2807 Each party shall be responsible for the costs of its nominee, and the costs of the sole arbitrator or chairperson shall be shared equally by the Employer and the Association.

2808 Arbitrations are to be heard locally, unless an alternate location is mutually agreed to by the parties.

ARTICLE 29: SAFETY, HEALTH AND REASONABLE ACCOMMODATION

2901 The Employer and the Association endorse the importance of a safe and secure environment, in which employees must work and recognize that safety, injury prevention and the preservation of health are of primary importance in all operations and that these activities require the combined efforts of the Employer, employees and the Association. The parties will work together in recognizing and resolving Occupational Health and Safety issues.

In accordance with *The Workplace Safety and Health Act*, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide necessary safety equipment and protective clothing where required and install safety devices where necessary.

All such items remain the property of the Employer, and when no longer required must be returned by the employee.

2902 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, providing established departmental procedures and policies have been followed.

2903 Health examinations required by the Employer shall be provided by the Employer and shall be at the expense of the Employer.

2904 Inclement Weather

Where an employee cannot arrive as scheduled at the worksite due to whiteout/blizzard conditions as declared by Environment Canada or due to road closures as declared by police agencies or Manitoba Transportation and Infrastructure, the employee may be rescheduled if the employer determines that alternate work is available and that it can be rescheduled during the following two (2) consecutive bi-weekly pay periods. Where the rescheduling of such alternate work cannot be accommodated or the employee chooses not to be rescheduled, they may take the time from banked time which includes banked overtime, General Holidays or vacation.

2905 Employees who are unable to leave the workplace due to road closures, as declared by police agencies or the Manitoba Transportation and Infrastructure shall be provided an area to rest.

2906 The Employer and the Association 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 Association.

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 Association and the Employer be waived.

An employee who through advancing years or disablement, is unable to perform their regular duties, shall be given preference for transfer to any suitable vacant position within the bargaining unit which requires the performance of lighter work of which they are capable. They will be paid at the same increment level in the new position as they were paid in their previous position.

2907 Rehabilitation and Return to Work (RTW) Program

The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled employees even when they are not covered under the D&R, WCB or MPI programs. Any such employee will be supernumerary in nature when reasonably possible. The Association shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for an employee. The Employer shall include the Association in the initial meeting with the employee to review the provisions of the program to ensure that the work designated is within their restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Association and the employee and may proceed without the Association's involvement subject to the Association's concurrence. Where appropriate, by agreement between the Employer and the Association, job postings may be waived.

2908 Where an employee is required to work alone or in isolation, in accordance with *The Workplace Safety and Health Act* and/or Regulation, the Employer will

develop and implement safe work procedure(s) to eliminate or reduce the identified risk(s) to employees working alone or in isolation in accordance with the Act and/or Regulation.

2909 In the event of strike or lockout, the employer agrees to continue all health, dental and D & R/LTD benefit plans for all affected employees, for the duration of the job action or work stoppage. It is understood that the Association shall reimburse the Employer for both the Employer and employee premium contributions for all affected (deemed non-essential) employees.

2910 Right to Refuse Dangerous Work
The Employer acknowledges an employee's right to refuse dangerous work and acknowledges the Employer's duty to act in accordance with Section 43 of *The Workplace Safety and Health Act*.

ARTICLE 30: EMPLOYEE BENEFITS

3001 Dental Plan

Applicable to all except as noted below:

The parties agree that the HEBP Dental Plan shall continue to remain in effect on a 50/50 cost shared basis for the life of this Agreement.

Employees on the Thompson General Hospital Dental Plan only:

Employees shall continue to participate in the Canada Life Dental Plan and shall continue to have their dental benefit premiums paid by the Employer in accordance with past practice.

Former Civil Service grandparented employees only:
Please refer to Article 3007.

3002 Medicare Premiums

It is agreed that if MHSC premiums are introduced during the life of this Agreement, the parties will meet to discuss and decide on an equitable sharing of the cost of these premiums.

3003 Applicable to all except as noted below:

HEB Disability and Rehabilitation Plan:

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

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

- b) Where an employee has been away from work due to illness for four (4) consecutive weeks the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Association are willing to assist the employee with completion of the documentation/ application should the employee request.
- c) Subject to compliance with b) above, in the event;
 - i) an employee does not have sufficient accrued income protection to cover the 119 calendar day elimination period, or
 - ii) the employee's D&R application has not been approved by the end of the elimination period.

The Employer shall pay the D&R Premium, Health Plan Premium, and Dental Plan Premium in respect of any portion of the elimination period where the employee is not in receipt of paid income protection or in respect of the period of time between the end of the elimination period and the date of final disposition of the employee's D&R application.

Former Civil Service grandparented employees only:

Long Term Disability & Rehabilitation Income Plan:

The parties agree that the government plan shall provide an employer paid Long Term Disability and Rehabilitation (D&R) Income Plan for eligible employees. The regulations governing this plan will be established pursuant to the Manitoba Government Employees' Master Agreement.

Applicable to all except as noted below:

Every eligible employee shall, as a condition of employment, participate in the HealthCare Employees Pension Plan (HEPP). Contributions and benefits shall be in accordance with the provisions of the Plan.

Former Civil Service grandparented employees only:

Please refer to Article 3007.

The parties recognize the unique nature of the Civil Service Superannuation Fund, the Civil Service Superannuation Act and the nature of the funding arrangement under the Superannuation Plan. In addition, the parties recognize that the Superannuation Plan is a multi-employer and multi-union Superannuation plan and that it also covers many non-unionized employees.

3005 Effective the first day of the month after ratification and no sooner than July 1, 2023 the Employer will agree to increase the Health Spending Account to:

\$1,250 for Full-time Employees

\$1,000 for Part-time Employees

3006 Health Spending Account (HSA)

Applicable to all except as noted below:

A Health Spending Account will be provided in accordance with the terms and conditions of the HEB Manitoba plan.

Former Civil Service grandparented employees only:

A Health Spending Account will be provided in accordance with the terms and conditions of the Civil Service Employee Benefit plan.

3007 Applicable to former Civil Service grand parented employees only:

Employees who were transitioned to the Regional Health Authorities from the Civil Service will remain in the Government of Manitoba benefit plans consistent with those in place in the Civil Service at the time of the employee's transition to the RHA.

These benefit plans currently include the Dental Plan, Long Term Disability Plan, Ambulance and Hospital Semiprivate Plan (AHSP), Group Extended Health Plan, Group Life Insurance Plan, Pension Plan, and the Vision Care Plan, and these employees will be "grandparented" to those plans for the duration of their employment with the Employer.

All future changes to Benefit Plans negotiated in the Civil Service shall be applicable to the employees who are grandparented to these plans.

3008 The parties agree that the Employer shall provide an Employer paid Employee Assistance Program for all employees covered by this Agreement.

ARTICLE 31: PRE-RETIREMENT LEAVE

3101 A full-time employee who retires at or after age sixty-five (65) years, retires at or after age fifty-five (55) years but before age sixty-five (65) years with ten (10) or more years of service, or at any time due to permanent disability or where the sum of the employee's years of age and length of continuous service total eighty (80) or more ("Magic 80"), shall be granted four (4) days of paid pre-retirement leave per year of service or portion thereof.

Where an employee takes pre-retirement leave as salary continuance, pre-retirement leave will accrue during the salary continuance period. This final pre-retirement leave entitlement will be paid to the employee with their final salary payment.

3102 Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rata portion of pre-retirement leave based on their actual hours worked as compared to those of a full-time employee.

3103 Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total length of continuous employment as at the date of retirement.

3104 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 is reached, or as a combination of continuation of salary followed by a lump sum payment.

Where the employee chooses to take a lump sum payment, the last day worked shall be considered the retirement day and benefits shall cease on that day.

Where the employee chooses to take pre-retirement leave as a continuation of salary until the scheduled retirement date, all benefits shall continue until that date.

3105 As established under the Civil Service Superannuation Plan, former civil service employees may carry-over

vacation credits to retirement in accordance with following:

- a) Commencing up to four (4) years prior to the employee's retirement date, an employee may bank up to fifty (50) days of vacation credits provided that a maximum of one year's vacation credits are carried forward from one vacation year to the next.
- b) An employee may only bank a maximum of fifty (50) vacation days.
- c) An employee must provide in writing their intended retirement date at the time they commence banking vacation credits for this purpose.

3106 Effective April 1, 2010, where an employee is entitled to pre-retirement leave in accordance with this article, and the employee dies prior to receiving this benefit, the benefit shall be paid to their estate.

3107 Buyback of Pension
Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with the Canada Revenue Agency limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

ARTICLE 32: DISCIPLINE AND DISCHARGE

3201 No employee shall be disciplined or discharged without just cause.

3202 In all instances where the Employer considers that an employee warrants disciplinary action other than a verbal warning, the employee shall be given advance notice of the nature of the concern.

The employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless they are a danger to themselves or others, and to be represented at such a meeting by an Association Representative, unless they refuse such representation.

3203 An employee shall be notified in writing of the reasons for their discipline or dismissal. A copy shall be forwarded to the Association Representative unless the employee elects otherwise.

3204 Employees shall be shown any adverse report concerning their performance or conduct, and their comments or reply shall also be recorded in their personnel file. Upon request, the employee shall be given copies of such documents. If the employee regards the report to be inaccurate, they may also initiate a grievance requesting its correction or removal from their file.

3205 An employee who considers themselves to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 27 (Grievance Procedure).

3206 An employee may examine their personnel file upon request. Only one (1) such file shall be maintained. Upon request, an employee shall be given a copy of any document placed in their personnel file.

3207 The Employer agrees not to introduce as evidence any derogatory entry from the employee's file at any hearing unless the employee has previously been made aware of its contents at the time of filing or a reasonable time thereafter.

3208 a) An employee subject to disciplinary action shall, after three (3) years from the date the disciplinary measure was initiated request in writing that their record be cleared of that disciplinary action, provided the Employee has not accumulated any additional disciplinary actions. The Employer shall confirm in writing to the employee that such documentation has been removed.

b) The time frame mentioned in subsection (a) above will be extended commensurate with any period of leave beyond four (4) weeks.

3209 Failure to become registered or to maintain registration may result in the employee being dismissed at the discretion of the Employer. Employees eligible for registration must register at first opportunity.

ARTICLE 33: JOB SECURITY

3301 Layoff

a) In the event of a layoff, employees other than probationary and term employees shall receive notice or pay in lieu of such as follows:

i) two (2) weeks' notice for layoff of up to eight (8) weeks;

ii) for a layoff of eight (8) or more weeks, notice would be based on one week per year of service,

with a minimum of four (4) weeks notice and a maximum of twelve (12) weeks.

b) A lay-off 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.

3302 When a layoff becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification within their site, subject only to more senior employees being qualified, competent and willing to perform the required work.

3303 In the event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent.

3304 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.

3305 An employee whose position is being deleted in accordance with Article 3303, or who is being laid off in accordance with Article 3302 will be entitled to exercise seniority rights, subject to them being qualified, competent and willing to perform the required work, to displace a less senior employee in an equal or lower occupational classification within the site.

Where this is not possible due to seniority level, the employee shall be entitled to exercise seniority rights, subject to them being qualified, competent and willing to perform the required work, to displace an employee in a position of equal or lower classification within any

of the other sites comprising the Employer. Any employee thus displaced shall be entitled to a like exercise of seniority rights, with the employee or employees who are finally displaced by the exercise of this subsection being considered laid off, and subject to recall as outlined below.

3306 An employee who is demoted due to a reason other than unsatisfactory performance shall continue to be paid their current basic salary until the rate for the classification to which they were demoted exceeds their current rate. The application of this provision as it relates to the layoff/recall procedure shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches their level of salary, whichever occurs first.

3307 An employee who exercises their seniority rights shall be entitled to a six (6) week or two hundred and forty (240) hours (whichever is greater) familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, the employee shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.

3308 Recall
To qualify for recall, it shall be the responsibility of the employee to keep the Employer informed in writing of their current address and contact information.

3309 Employees shall be recalled in order of seniority to available positions in equal or lower paid occupational classifications at their originating base location or at

other worksites within a fifty (50) kilometre radius of the originating worksite subject to their being qualified and competent to perform the required work.

In addition, at the time of layoff, employees may request recall to worksites outside the fifty (50) kilometre radius.

- 3310 Such recall shall be made by registered mail, and shall provide for two (2) weeks' notice to report back to work. The employee is required to contact the Employer within one (1) week of such notice, confirming their intention to return to work as scheduled. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated. However, termination of employment will be waived at the discretion of the Employer, if the laid off employee declines the recall due to the unsuitability of the geographic location.
- 3311 An employee recalled to work in a different department, different site ("base location" where there is a Regional or Provincial program/service), or different classification, within the Employer, from which the employee was laid off shall have the right to return to the position they held prior to the layoff should it become vacant within one (1) year of being called back and such vacancy shall not be subject to the job posting procedure.
- 3312 Technological change shall mean the introduction by the Employer into the employee's work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employee 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 employed by the Employer:

- a) The Employer shall notify the Association 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 Association 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.

3313 An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy within the department/base location (for Community Health “location”) of current employment for which they have seniority and for which they have the qualifications and the competency to perform the required work.

If there is no vacancy within the department/base location of current employment, they will be given the opportunity to fill any vacancy within a fifty (50) kilometre radius of the originating department/base

location for which they have the qualifications and competency to perform the required work. This shall not preclude the employee from requesting consideration for vacancies outside the fifty (50) kilometre radius. If there are no vacancies, they shall have the right to displace employees with less seniority, in accordance with the layoff procedures specified in this Agreement.

- 3314 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.
- 3315 a) If the Employer sub-contracts work or introduces technological change which results in the displacement of a number of employees, the Employer shall guarantee alternate employment to all employees with three (3) or more years of continuous service with the Employer. Where the alternative employment is of a lower paying classification, the employee shall continue to receive the salary of the higher paid classification until the salary of the lower paid classification passes that of the higher classification. The application of this provision shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches their level of salary whichever occurs first.

b) Any employee with less than three (3) years of employment to whom the Employer cannot offer alternative employment shall receive severance pay on the basis of one (1) week per year of service.

3316 Supervisors and other employees of the Employer whose positions are not classified within the bargaining unit shall not work on a regular and recurring basis on duties and responsibilities which have been determined as being solely within the bargaining unit except in the case of education or emergency or where there is mutual agreement between the parties to do so. The parties agree that the provisions of this Article shall in no way supersede the provisions of any memorandums of understanding related to Transfer of Service/Mergers/Amalgamation/Consolidation/Mobility.

3317 Notwithstanding Article 504, employees laid off, or who have had their work reduced in accordance with Article 3301, and who have made their availability for additional available shifts known to the Employer in writing, shall be given preference for such shifts, over part-time and casual employees, up to their EFT prior to layoff or reduction of hours, provided they are qualified, competent and willing to perform the required work.

The employee shall be given such preference for available shifts until a position becomes available that is an equal or greater EFT than their last previous position, or for the duration of Article 1003 d), whichever occurs first.

Should the employee not work the entire shift for any reason, the employee will be paid for the hours actually worked.

In the event that the employee accepts available shifts in accordance with the above, the provisions of the Collective Agreement shall be applicable except as modified hereinafter:

a) Vacation pay shall be calculated in accordance with Article 1904, and shall be paid at the prevailing rate for the classification, at the employee's step on scale prior to layoff, on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay;

b) Income protection accumulation shall be calculated as follows:

Additional available hours
 $\frac{\text{worked by the laid off employee}}{\text{Full-time hours}} \times \text{Entitlement of a fulltime employee}$

c) In the event that the layoff is longer than twenty-six (26) weeks, seniority will be calculated in accordance with regular hours worked;

d) In lieu of time off on a General Holiday, the Employee shall be paid in accordance with Article 502. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque;

e) Participation in benefit plans is subject to the provisions of each plan;

f) Any period of time during a layoff when the employee works additional available shifts or works in a term position shall not extend the five (5) year period referenced in Article 10. However, an employee on

layoff who is recalled into a term position shall retain their right to be recalled into a permanent position while working in the term position.

3318 The Employer agrees to notify the Association in advance, of all matters which significantly affect the security of employment or major working conditions of members of the bargaining unit.

3319 Secondment is a temporary transfer of an employee(s) from one Employer to another Employer, the terms of which shall be negotiated with the Association.

ARTICLE 34: NON-DISCRIMINATION

3401 The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba.

3402 The Employer and the Association agree that no form of sexual 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 sexual harassment shall be treated in strict confidence by both the Employer and the Association.

3403 No form of employee abuse will be condoned in the workplace. The parties will work together in recognizing, facilitating the reporting of alleged abuse and resolving such problems as they arise. When such situations arise, employees will report them as soon as possible. Any employee who believes a situation may become or has become abusive shall report this to the immediate

supervisor or Human Resources as appropriate. The Employer shall notify the Association as soon as possible after receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction for the parties. Situations involving abuse shall be treated in a confidential manner by the Employer, the Association and the employee(s).

ARTICLE 35 – REPRESENTATIVE WORKFORCE

3501 Health services across Manitoba are provided in facilities located on the original lands of First Nations and Inuit peoples, and on the homeland of the Métis Nation. Manitoba's health authorities respect that First Nations treaties were made on these territories and we dedicate ourselves to collaborate in partnership with First Nations, Inuit, and Métis peoples in the spirit of reconciliation.

3502 The Association and the Employer agree with the goal of achieving a representative workforce for First Nations, Métis, and Inuit (Indigenous) peoples who are significantly underrepresented in the health workforce. Additional actions are needed to promote and facilitate employment of Indigenous persons in health care occupations at all levels. The parties shall work collaboratively to:

- (a) Develop strategic initiatives and programs that:
- Foster mutual respect, trust, equity, open communication, and understanding;
 - Focus on recruiting, training, and career development of Indigenous staff;

- Identify workplace barriers that may be discouraging or preventing Indigenous staff from entering and remaining in the workforce;
- Foster reconciliation in race and cultural relations;
- Promote the elimination of anti-Indigenous racism in the healthcare system.

(b) Promote and publicize initiatives undertaken to encourage, facilitate, and support the development of a representative workforce;

3503 The Employer will implement educational opportunities for all employees to promote awareness of cultural diversity with an emphasis on Indigenous peoples. This will include enhanced orientation for new employees to promote a culture awareness with emphasis on Indigenous peoples. Anti-racism education will be offered. The Association will encourage participation in such efforts amongst its members.

3504 Truth and Reconciliation

The parties agree to collaborate in finding constructive ways of implementing the Calls to Action outlined by the Truth and Reconciliation Commission of Canada (June 2015) that are relevant to health and healthcare, including improving cultural competencies, improving health outcomes, supporting culturally appropriate healthcare services, and increasing the number of Indigenous employees in the health care system.

ARTICLE 36 – PERFORMANCE APPRAISALS

3601 When performance appraisals are conducted, the following guidelines shall apply:

- a) performance appraisals shall be in writing and the contents shall be discussed with the employee;
- b) the employee shall sign the performance appraisal for the sole purpose of indicating that they are aware of its contents;
- c) the employee shall have the right to add comments to be attached thereto;
- d) the employee shall be given a copy of the performance appraisal.

3602 If the employee regards the report or evaluation to be inaccurate, unfair or unreasonable, they may also initiate a grievance requesting its correction or removal from their file.

ARTICLE 37 – NOTICE OF TERMINATION

3701 Employment may be terminated voluntarily by an employee, by giving at least four (4) weeks' notice in writing exclusive of any vacation due.

3702 Employment may be terminated with less notice or without notice:

- a) by mutual agreement between the Employer and the employee;
- b) during the employee's probationary period;
- c) where an employee is discharged for just cause.

3703 Upon request, the Employer will provide an employee with a letter of confirmation of employment.

3704 The employee agrees to return all equipment, keys, identification, uniforms, and other items belonging to the Employer upon termination.

3705 An employee shall be entitled to payment of all wages, vacation pay and other benefits on the next payroll processing date after termination or death.

ARTICLE 38: COMMITTEES

3801 Employee/Management Advisory Committee(s)
The Employer will maintain an Employee/Management Advisory Committee(s) with equal representation from management and employees. The Committee(s) shall meet at the request of either party, subject to ten (10) calendar days' notice being given, for the purpose of discussing matters of concern to either party. The parties shall co-chair this committee and shall chair alternate meetings.

3802 The Committee(s) shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication.

3803 Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the Association to attend meetings of the Employee/Management Advisory Committee.

3804 Workplace Safety & Health Committee
The Workplace Safety and Health Committee shall operate with Association representation in accordance with the requirements of legislation for the purpose of ensuring health and safety in the workplace and the identification of health and safety hazards.

The duties of the committee may include, but may not be limited to:

- a) The receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers;
- b) Participation in the identification of risks to the safety or health of workers or other persons, arising out of or in connection with activities in the workplace;
- c) 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;
- d) Cooperation with the occupational health service, if such a service has been established by the Employer;
- e) Cooperation with a safety and health officer who is exercising their duties under the Act or regulations;
- f) The development and promotion of programs for education and information concerning safety and health in the workplace;
- g) 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
- h) Such other duties as may be specified in The Workplace Safety and Health Act regulations.

3805 Basic pay or equivalent time off, with a minimum of the one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the Association to attend meetings of the Workplace Safety and Health Committee or to perform such other duties as may be specified in the Workplace Safety & Health Act or as prescribed by regulation.

In accordance with the Workplace Safety & Health Act, a member of the Workplace Safety and Health Committee is entitled to take time off from their regular work duties in order to carry out their duties as a committee member under this Act and the regulations. The member shall be paid by the Employer at their regular or premium pay as applicable, for all time spent carrying out their duties as assigned by the committee or Employer as a committee member.

3806 The parties agree to utilize the existing Employee / Management Advisory Committee to discuss, review and make recommendations relative but not limited to:

- a) Staff recruitment and retention,
- b) Training, retraining and continuing education,
- c) Program Management,
- d) Efficiency of equipment utilization,
- e) Program delivery and new program implementation,
- f) Ongoing communications,
- g) Professional practice issues,
- h) Job enrichment,
- i) Orientation,
- j) Workplace security,
- k) Unresolved issues relating to workload, staffing or shift schedule.

Association staff shall be entitled to attend meetings as part of the employee delegation. Minutes shall be kept and distributed to members.

The parties further agree that the committee may request assistance from other resources such as financial staff or representatives of other agencies or organizations when dealing with issues.

3807 Upon application, each employee on the Workplace Safety & Health Committee shall be granted paid educational leave in accordance with *The Workplace Safety & Health Act Section 44 (1)*.

3808 The size of the committee shall be determined taking into account the following factors:

- i) The number of employees in the workplace;
- ii) The type of work performed in the workplace and the degree of hazard involved;
- iii) The complexity of the workplace operations, and the size, location and nature of the workplace.

Each party shall appoint their representatives.

3809 Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the Association to attend any other joint committee which is created by the mutual agreement of the Association and the Employer, and to which the Association is required to appoint representatives.

ARTICLE 39: JOB SHARE

3901 When a position is posted, two (2) employees may apply to share that position. The decision to allow two (2) employees to split a position rests solely with the Employer who will consider the needs of the area.

a) Both employees shall be granted part-time employment status, and shall earn benefits as provided for in the Collective Agreement.

b) In the event that one (1) of the employees sharing the position is absent, e.g. sick leave, vacation, leave of absence, etc. the other employee sharing the position may be required to assume those shifts.

c) In the event that one (1) of the employees sharing the position resigns, and the Employer's decision is to allow this position to remain a job share position, the position will be posted with the following wording noted on the job posting:

“This position is currently being filled by two (2) employees working part-time. The remaining employee wishes to continue working their portion of the position and they will be allowed to do so if another employee is willing to work the other portion of the position. If you wish to apply for the vacant portion of this position, please apply in the normal manner stating same.”

d) Providing there is another employee willing to share the position, the remaining employee will be maintained in the shared position.

- e) If the Employer's decision is to no longer allow this position to remain as a job sharing position, or if no employee is willing to share the position with the remaining employee, the posted position will be offered to the remaining employee.
- f) If the remaining employee refuses to accept the position, the position may be offered to the most suitable applicant.

The remaining employee will then be offered any part-time position for which they are qualified, that is currently vacant and if none is available, they shall be dealt with in accordance with Article 33.

ARTICLE 40: TERM OF AGREEMENT AND DATE OF RATIFICATION

4001 This agreement and all its provisions shall be effective April 1, 2018 except as otherwise provided.

It is understood between the parties on a one time basis, given the complexity of HSBURA, and due to the volume of newly certified and acquired members, disputes may arise regarding the application of this article. The parties acknowledge this article is not intended to confer retroactive benefits or rights to newly certified and acquired members to which they were not previously entitled unless otherwise mutually agreed.

4002 This Agreement shall be in full force and effect until March 31, 2024 and thereafter until a revised Collective Agreement is executed or this Agreement is terminated by two (2) weeks written notice by either party.

- 4003 This Agreement may be amended during its term by mutual agreement.
- 4004 Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date hereof.
- 4005 If notice is not given under Article 4004, within thirty (30) days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one (1) year.
- 4006 The ratification of the current Collective Agreement occurred on July 14, 2023.
- 4007 Retroactive general wage increases and market adjustments established pre-ratification, including signing bonus, shall be made payable within ninety (90) calendar days of the date of ratification, or in the case of employees who have voluntarily terminated their employment, within ninety (90) calendar days of the Employer receiving their written request for payment. Such retroactive adjustments shall be paid on a separate deposit.

In accordance with the above paragraph, payment shall occur as follows:

- a) To full-time, part-time, term and casual employees who are covered by this Agreement.
- b) Upon written application within sixty (60) days of ratification, to employees who have resigned or retired.

c) Upon written application within sixty (60) days of ratification, to the estate of deceased employees.

4008 The Employer commits to making all reasonable efforts to ensure that:

Any remaining unpaid retroactive wage and benefit adjustments shall be implemented and made payable within (120) one hundred and twenty calendar days of the date of ratification. Such retroactive adjustments shall be paid on a separate deposit.

Failure to meet this commitment shall result in the parties referring the matter to expedited arbitration to determine appropriate remedy.

ARTICLE 41: OVERPAYMENTS AND UNDER DEDUCTIONS

4101 Overpayments

The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Association 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 Association within twenty (20) business days of discovery. Should the overpayment affect a group of ten (10) or more employees, the timeline specified above may be

extended by the mutual agreement of the parties and requests for extension shall not be unreasonably denied.

Employees are entitled to request a meeting with the Employer and the Association to discuss the validity and proposed recovery of the overpayment;

- 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 the 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.

4102 “Under deduction” shall include, but is not limited to, any statutory deduction, or any other amount for which the employee has provided their consent to be deducted from their wages, that has not been deducted by the Employer as a result of a good faith error on the part of the Employer.

It is understood that where the Employer is required, or has received consent, to remit a deduction from the wages of an employee, that the Employer is responsible to ensure those deductions are remitted appropriately

and in compliance with the necessary conditions of such remittance. Where the Employer has failed to remit as required and as a result of that failure the employee has been denied access to a benefit which they would otherwise have received but for the failure to remit, the Association on behalf of the employee is able to seek, through the grievance process, appropriate redress for any and all incurred losses. All appeal processes under the applicable plan must be exhausted prior to any grievance being initiated through the grievance process. The jurisdiction of an arbitrator appointed pursuant to the grievance process to interpret and apply any applicable benefit plan shall be limited to the application of this provision.

All under deductions are considered to be an accounts receivable and will be deducted from an employee's wages when discovered by the Employer.

The deduction will be made in a fair and reasonable manner after notification to the employee and taking into consideration the amount of the account receivable and the purpose of the amount under deducted.

Where an error has been made in good faith, the Employer shall be entitled to recover any under deduction made, for a period of time that does not extend further back than twelve (12) months from date of discovery.

Signed this 17th day of April, 2024

B. Y. Rowan

Brenda Rowan

J Willis

Jodi Willis

FOR THE EMPLOYER

J Linklater

Jason Linklater, President

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING # 1

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

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 12 during the life of this Collective Agreement.

MEMORANDUM OF UNDERSTANDING # 2

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: APPENDIX "A" CLASSIFICATIONS

The parties agree to maintain the current Appendix "A" in the collective agreement and further agree to review the appropriateness of the contents of Appendix "A" – Classifications as part of the implementation of the (new) Allied Health Classification Structure.

MEMORANDUM OF UNDERSTANDING # 3

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: CALLBACKS AND REST TIME

The parties acknowledge the need to address concerns related to the health and safety implications of on-call and call-backs to an employee's overall health and possible solutions to mitigate and address those impacts including but not limited to the possible introduction of language addressing insufficient off duty hours.

Therefore, the parties agree to establish a Callbacks and Rest Time Committee, with equal representation from the Employer, MAHCP, and its membership. The Committee will consist of an equal number of Employer and MAHCP/Employees, the number of which shall be mutually agreed.

The Employer and the Association shall be responsible for their respective salaries and associated costs of their Committee members. Other persons may be invited to participate as mutually agreed by both parties.

The Committee shall meet as frequently as mutually agreed by the parties and will commence meeting within one hundred and twenty (120) days of ratification.

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

MEMORANDUM OF UNDERSTANDING # 4

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: COMPLEXITY OF NEGOTIATIONS SUBJECT TO HSBURA

WHEREAS the parties have been engaged in collective bargaining for the April 1, 2018 to March 31, 2024 Collective Agreements, subsequent to the enactment of The Health Sector Bargaining Unit Review Act (HSBURA),

AND WHEREAS the negotiations were unique and complex with respect to the consolidation of numerous separate Collective Agreements into one (1) Collective Agreement for each of the three (3) Employers Organizations,

AND WHEREAS the parties recognize the possibility may exist that both parties may have inadvertently overlooked bargaining a provision(s) of a previous Agreement into the 2018-2024 Collective Agreement(s) in the circumstances,

AND WHEREAS the parties wish to agree upon a process to consider further amendments to a Collective Agreement(s) should a provision(s) have been overlooked in the bargaining process,

AND WHEREAS it is not the intention of this memorandum to allow either party to seek to amend Collective Agreement provisions that were the subject of collective bargaining,

NOW THEREFORE the parties agree as follows as it applies to the 2018-2024 Collective Agreements;

1. Should either party discover a Collective Agreement provision(s) that was inadvertently overlooked in the collective bargaining process for the 2018-2024 Collective Agreement(s), they shall provide notice to the other of the provision(s) which was overlooked and reasons it should be added to the 2018-2024 Collective Agreement(s) as a mid-term amendment.
2. It is agreed that notice under paragraph 1 is not notice to bargain any specific provision(s) under s. 61(3) of The Labour Relations Act.
3. Unless the parties agree to a mid-term amendment at the outset, the issue will be referred to the Standardization Committee, who will promptly meet to consider whether to recommend an amendment to the 2018-2024 Collective Agreement(s). Both parties agree that they shall take all reasonable efforts required to permit the issue to be discussed and understood promptly at the Standardization Committee level.
4. Any recommendation from the Standardization Committee to amend the Collective Agreement(s) mid-term in good faith shall be referred to the Director, Provincial Health Labour Relations Services (PHLRS), and the Executive Director, Manitoba Association of Health Care Professionals (MAHCP).

5. Any memorandum or Letter of Understanding not part of a collective agreement which comes to the attention of the Parties following negotiations and during the life of the collective agreement shall be considered on their own merits and reviewed for enforceability.

6. The parties acknowledge that where MAHCP has become the successor union for a collective agreement with a duration other than 2014-2018, it would be covered by this memorandum.

MEMORANDUM OF UNDERSTANDING # 5

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: EMPLOYMENT SECURITY

Whereas the Employer is concerned with its employees' employment security, and

Whereas the Association is concerned with its members' employment security, and

Whereas within the Province of Manitoba health care reform continues to be explored, and

Whereas there may be a need to examine the delivery of health care within the site/Employer, and

Whereas there may be a need to examine the current complement of employees covered by the provisions of the Collective Agreement.

1. It will be incumbent upon the Employer to notify the Association, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current

complement of employees covered by the provisions of this Collective Agreement.

2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Association, no later than twenty (20) days after the above.
3. The Employer and the Association agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, the Employer will make every possible effort to reassign the employee(s) affected to an equivalent position within the facility/region. The Layoff and Recall provisions of the Collective Agreement will apply where reassignment is not possible.
6. In the event of #5 above occurring or in the event of the closure of a facility/program/site/Employer, and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of employees.
7. The Employer will also co-operate with other Employers, with the Provincial Health Labour Relations Services and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort where reasonably possible.

MEMORANDUM OF UNDERSTANDING # 6

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: EDUCATIONAL DEFERRED SALARY LEAVE PLAN

The parties hereto agree that the following conditions shall apply to the implementation and operation of the EDSLP:

1. That the EDSLP will be reviewed thirty (30) months from its implementation date and every twenty-four (24) months thereafter by the Employer and the Association.
2. That the EDSLP shall be self-sustaining, and the Employer shall not incur any costs whatsoever as a result of participating in the Plan.
3. That the EDSLP must comply in all respects with all Revenue Canada guidelines.
4. That the Association shall save the Employer harmless from any claims whatsoever from any participants enrolled in the EDSLP which might result from the non-remittance of monies collected in accordance with the Plan nor from any shortfall in the funds from time to time required to be paid to

any of the participants in the Plan. It is agreed that remittance of all monies to the Plan, in Trust, is to be forwarded immediately following each payday to the carrier of the Plan in Trust.

Terms of Reference of the EDSLP

Eligibility: Any employee, excluding casual employees, covered by the Collective Agreement between the Employer and the Association may apply for participation in the EDSLP following completion of the employee's probationary period as outlined in the Collective Agreement. It is expressly understood that participation in the EDSLP does not constitute a commitment being made by an Employer regarding future approval of a leave of absence.

The Plan: The EDSLP is implemented for the sole purpose of providing a method of remuneration to Plan participants during formal educational leaves of absence (LOAs) for periods in excess of six (6) months.

Contribution/Enrolment Form:

1. On filling out the enrolment form for membership, the participant shall indicate the amount of the participant's earnings which is to be deferred and remitted by the Employer to the Plan, in Trust. The amount shall not be less than five (5) percent and not more than thirty (30) percent of gross regular earnings as at the time of application. The biweekly amount shall be rounded to the next higher dollar.
2. The amount to be deferred in Trust may be changed once annually (date to be determined by the Employer).
3. The participant shall indicate on the enrolment form the date when it is anticipated that the participant will be requesting a

leave of absence in accordance with the terms of reference of the Plan.

4. The participant shall keep their Employer informed on an ongoing basis as to their plans in regard to the educational program in order to assist the Employer in attempting to make arrangements for their potential absence.

Leave of Absence

1. It is agreed between the Employer and the Association that, for the purpose of the EDSLP, the provisions of the Collective Agreement regarding application for leaves of absence shall make application for the LOA at least two (2) months prior to the first day of the participant's requested LOA.
2. Requests for LOA under the EDSLP shall include a description of the course of studies to be pursued, the duration of the program, and the name of the institution offering the program.
3. Each request for a LOA under the EDSLP will be reviewed on an individual basis and shall not be unreasonably denied.
4. In the event that more than one participant applies for a LOA under the EDSLP for part of or all of the same period of time and where only one participant's requested leave can be granted, seniority as defined in the Collective Agreement shall be the governing factor in determining which participant's LOA shall be granted.
5. A participant having received approval for a LOA and who voluntarily transfers or is promoted to another position, may have the leave honoured depending on the operational requirements of the new work area.

6. In the event that the participant's educational leave results in their being qualified to work in another classification covered by the Collective Agreement, it is understood that the participant will be placed in such classification only after being the successful applicant for a posted vacant position within that classification.

MEMORANDUM OF UNDERSTANDING # 7

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: GRIEVANCE INVESTIGATION PROCESS

The process is intended to create a harmonious relationship in order to promptly resolve grievances in an economical fashion.

On this basis, the parties are committed to the utilization of the following process where it is mutually agreed to be appropriate.

In the event that either party states that it is inappropriate to utilize the process and prior to a failure to utilize the process, the Executive Director of the MAHCP and the Director of the PHLRS shall review the matter and exchange the positions of the parties.

The parties hereto agree that the following conditions shall apply to the implementation and operation of the Grievance Investigation Process:

Part 1 - GENERAL

1. It is understood that this process and the appointment of the Grievance Investigator is to continue concurrent with the

Collective Agreement and be subject to the Term of the Agreement.

2. The Grievance Investigator shall be an individual jointly approved by the MAHCP and representatives of the Employer Organization (Provincial Health Labour Relations Services). The terms of appointment of the Grievance Investigator shall be set out in a separate document between the MAHCP, the PHLRS and the Grievance Investigator.
3. It is recognized that Grievance Investigation is a mandatory process and either party may submit the grievance to Grievance Investigation.

In the normal course of events, the grievance will be submitted to the Grievance Investigator when the parties are unable to reach a resolve through the grievance process itself.

If however, where the timelines within the grievance procedure have not been mutually extended, and a grievance meeting does not occur as scheduled due to a cancellation or request to reschedule by either the Association or the Employer, the Executive Director of MAHCP and the Director of the PHLRS shall be notified of the cancelled meeting.

The Executive Director and Director will review the matter and will jointly determine if another attempt to schedule a grievance meeting will occur, or if it is reasonable to assume that the grievance is denied and the remainder of the grievance procedure will be circumvented and the grievance matter will be submitted directly to GIP.

4. The Grievance Investigator shall conduct an investigation into each grievance jointly submitted to them. It is expected

that a hearing will be required in the normal course of the investigation. Within seven (7) days of a grievance being submitted, the Grievance Investigator shall schedule a hearing to be held within the thirty (30) day period following submission to them. The Grievance Investigator is empowered to fulfil their role in any manner deemed by them to be most effective given the individual circumstances of each case. The Grievance Investigator's general role is to:

- a) Investigate each grievance jointly submitted
- b) define the issue(s) in dispute
- c) provide an opinion as to an appropriate resolution of the dispute.

Where the Grievance Investigation meeting does not occur as scheduled due to a cancellation or request to reschedule by either the Association or the Employer, the Executive Director of MAHCP and the Director of the PHLRS shall be notified by the Grievance Investigator of the cancelled meeting.

The Executive Director and Director will review the matter and will jointly determine if another attempt to schedule a Grievance Investigation meeting will occur, or if the matter will simply be referred to arbitration.

5. The Grievance Investigator is expected to give a verbal opinion at the conclusion of a hearing, and to submit a brief written opinion to each of the parties within seven (7) calendar days following a hearing. Where no hearing is held, it is expected that the Grievance Investigator will provide their written opinion within seven (7) calendar days following completion of their investigation.
6. It is understood that the opinion of the Grievance Investigator is advisory in nature and is non-binding on either party.

It is understood that where the parties agree to abide by the opinion of the Investigator, it is done so on a without precedent or prejudice basis.

Where either or both parties choose not to accept the opinion of the Grievance Investigator, they shall, within seven (7) calendar days following receipt of the Investigator's written opinion, submit it in writing to both the Investigator and the other party, their reasons for non acceptance. Such reasons shall not be admissible at any future arbitration hearing or Grievance Investigation proceeding. Where one or both of the parties does not accept the opinion of the Investigator then the option shall remain to utilize the Arbitration procedure contained in the Collective Agreement.

7. The parties shall jointly prepare guidelines to assist the Grievance Investigator in meeting the expectations of the parties. These guidelines may be amended from time to time during the Collective Agreement as circumstances warrant and as mutually agreed. The parties shall meet on a province wide basis through staff representatives of the MAHCP and the PHLRS at the request of either of these two bodies, but not less frequently than every six months to review the operation and utilization of the Grievance Investigation Process.
8. Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during or after its referral to the Grievance Investigation Process.
9. It is expressly understood that the Grievance Investigation Process is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

Part 2 - SUBMISSION OF GRIEVANCE

1. In all cases the grievance procedure contained in the Collective Agreement will continue to apply, however, where the grievance procedure has been exhausted and a party has certain time limits to refer the matter to arbitration, that party might instead within this time limit, advise the other party in writing of its desire to refer the matter to the Grievance Investigation Process. Where such a request is made, the time limits referenced in the grievance procedure shall be temporarily suspended until:
 - a) the other party advises the party who has made such a request that it does not agree to refer the matter to the Grievance Investigation Process, or
 - b) fourteen (14) calendar days have elapsed from the date the request was made and the other party has failed to respond, or
 - c) fourteen (14) calendar days have elapsed from the date upon which the Grievance Investigator issued their written opinion.

When any one of the events referred to in a), b) or c) above occur the time limits for referring the matter to arbitration shall commence as if the grievance procedure had been exhausted on that date.

Part 3 - HEARINGS

1. Hearings will normally be held on the premises of the facility where the grievance originated from, however, the Investigator may, with the consent of both parties, choose a more appropriate location in such instances as where several grievances originating from different locations can be heard at the same hearing.

2. The parties agree not to be represented at any Grievance Investigation hearing by legal counsel. Attendance at hearings shall be limited to a maximum of four (4) employees from the bargaining unit and/or the Association, and four (4) Employer and/or LRS representatives. This stipulation shall not prevent the Grievance Investigator from requesting the attendance of any other person who can assist in clarifying the issue in dispute.
3. The parties agree to provide the Investigator with a jointly prepared statement of facts in an effort to narrow the scope of any dispute and to minimize the need to present evidence through witnesses. The Grievance Investigator may through the course of their investigation determine additional facts relevant to the resolution of the matter and shall advise the parties accordingly.
4. Hearings shall be held in an informal manner, however, the Investigator shall conduct any hearing in a manner deemed by him them to be effective. Witnesses will not give evidence under oath but the Investigator may act as a participant in attempting to resolve areas of conflicting evidence.

Part 4 - GUIDELINES FOR GRIEVANCE INVESTIGATOR

1. The Grievance Investigator shall be expected to accept the role for the life of the collective agreement.
2. While appointed the Grievance Investigator may not act on behalf of one of the parties either as counsel or nominee at conventional arbitration. They may serve as sole arbitrator or chairman of an arbitration board hearing a dispute involving one or both of the parties except in the case of a dispute which has previously been referred to them in their capacity as Grievance Investigator.

3. While it is not expected to be as detailed as an arbitrator's award, the parties do expect the written opinion to be a concise statement of the reasoning followed in reaching their conclusions. A detailed review of the positions of the parties or arbitral jurisprudence is not expected nor is any recounting of non germane fact or argument. The opinion should contain sufficient information to assist the parties in preventing similar future disputes.
4. The parties shall each pay for their own costs associated with referring and processing a grievance through the Grievance Investigation Process except that the parties shall jointly and equally share the fees and expenses of the Grievance Investigator.
5. The Grievance Investigator is empowered to consider any grievable matter put to him them by the parties including a question of whether or not an issue is grievable.
6. The opinion of the Grievance Investigator is expected to be an informed estimate of the likelihood of the grievance being sustained or denied in the event of its being referred to arbitration.

The Grievance Investigator will be provided with any documentation which might provide assistance to them carrying out their role.

MEMORANDUM OF UNDERSTANDING # 8

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: HEALTH SYSTEM SUSTAINABILITY

WHEREAS the Manitoba Government seeks to ensure that quality health care services are delivered to Manitobans through a system which is, to the fullest extent possible, sustainable, accessible, cost-effective, efficient and effective;

AND WHEREAS health care professionals employed in the professional technical sector are an integral part of the delivery of health care services in facilities, programs and communities throughout the province, and have a shared commitment and responsibility for the provision of appropriate, quality health care to Manitobans;

AND WHEREAS the Employers are responsible for the provision of health care services and programs for Manitobans, and as such seek to attract and retain qualified health care professionals to deliver health care services within the health care system;

AND WHEREAS the MAHCP recognizes the role that their members play in supporting the responsible use of healthcare

resources, and as such will advocate for and support their members in meeting professional obligations to patients, clients, residents and the healthcare system as a whole;

AND WHEREAS the Parties recognize that it is in the best interest of the health care system to have all parties working together towards these mutual goals, and the Parties wish to enter into this Memorandum of Understanding to work towards the achievement of these goals through collaborative discussions;

NOW THEREFORE The parties do hereby agree to work together with Manitoba Health, and other health system stakeholders, during the term of the collective agreement, to make recommendations regarding the identification, development and implementation of system delivery changes that are intended to improve the effectiveness and sustainability of health care service delivery in Manitoba.

Matters that will be considered will include but are not limited to:

- a) Restructuring of services to increase access and reduce wait times within the health care system;
- b) Improvement of scheduling practices within the system;
- c) Focusing on safe practices and reduction of WCB injuries;
- d) Ensuring the skill sets of employees are used to maximum effect in the delivery of quality health care services;
- e) Use of technology to improve service delivery;
- f) Establishment of joint on call structures to allow for the optimization of services;
- g) Implementation of expanded hours of services to enhance services on weekends, allow greater access to specialized test procedures and use of specialized diagnostic equipment;
- h) Establishment of employee relief pools.

The Parties will commit the necessary time, resources and expertise to this work during the term of the collective agreement.

MEMORANDUM OF UNDERSTANDING # 9

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: IMPACT OF HOURS OF WORK REDUCTION ON PENSION PLAN

WHEREAS a collective agreement called 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 their 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.

MEMORANDUM OF UNDERSTANDING # 10

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: INCREASE OF EFT

Notwithstanding Article 11 (Vacancies, Term Positions and New Positions) the EFT of a part-time employee may be increased in accordance with the following process:

The parties agree that it may be of mutual benefit to the employees and the Employer to allow part-time employees, who request to do so, to increase their EFT.

- a) Requests to permanently increase EFT's shall be made in writing by part-time employees at a date determined by the Employer. The employees shall indicate the maximum EFT to which they wish to increase.
- b) An employee may increase their EFT up to a 1.0 EFT.
- c) In considering requests, the Employer in consultation with the Association shall consider such factors as current EFTs, shift assignments, shift schedules, the department/program(s) needs and the requirements of Article 12 (Hours of Work) and

Article 13 (Shift Schedules). If the requests by employees within a department/program exceed the availability within that department/program as determined by the Employer, the Employer shall offer in order of seniority. The final determination shall be made no later than sixty (60) days after receipt of all written requests as outlined in a).

- d) A part-time employee shall not be permitted to increase their EFT while other employees are on layoff from that department/program unless such laid off employees have been recalled or have declined recall.
- e) Where any request to change EFT has been approved, the Employer shall issue a letter to the employee confirming the employee's new EFT in accordance with this Collective Agreement along with an effective date.
- f) Copies of all requests and responses to requests to adjust EFT shall be provided to the Association.
- g) Any changes to shift patterns as a result of changing EFT's shall be done in accordance with the provisions of Article 12 (Hours of Work) and Article 13 (Shift Schedules) and any pre-approved vacation will be honoured in the new schedule unless otherwise mutually agreed between the Employer and the employee.
- h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Understanding including, without limitation, the right to post vacant positions.

MEMORANDUM OF UNDERSTANDING # 11

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: MAHCP MARKET ADJUSTMENT AND WAGE STANDARDIZATION FUND COMMITTEE

For the purposes of attempting to conclude collective bargaining with MAHCP, PHLRS is prepared to confirm annual funding of \$20,000,000 in 2023/2024, pro-rated for the portion of 2023/24 for which it is in effect, and an additional allocation of \$12,000,000 in 2024/2025 to result in a maximum allocation of new annual funding of \$32,000,000.

1. The parties agree that the amount listed above for wage standardization and market adjustments is intended to be inclusive of wage standardization and market adjustment issues (unless otherwise negotiated) between all of the parties at the table including, but not limited to, inequities not previously addressed, the reconfiguration of the MAHCP bargaining units, the slotting of classifications transitioned into an Employers Organization (e.g.: Addictions Foundation of Manitoba, Selkirk Mental Health Centre, Cadham Provincial Laboratory, etc.), market adjustments, salary scale adjustments within bargaining units etc.

2. The parties agree that the first allocation of the “Fund” effective October 1, 2023 shall be a market adjustment of a 3% increase on all steps for all classifications (excluding EMS, Perfusionists, and Midwives). The 20 Year Rate will maintain the 2% differential from the top step on scale.
3. The Employers Organizations and the Association (“Parties”) agree to establish a combined Wage Standardization/Market Adjustment Committee the purpose of which shall be to determine what, if any, classifications warrant a Market Adjustment or needs to be Standardized. Market Adjustments need to be based on evident recruitment/retention patterns or wage differentials.

As such, the Parties agree to establish a committee consisting of equal representation from the Employers Organizations and the MAHCP not to exceed six (6) committee members in total, [three (3) representatives from the Employers Organizations and three (3) representatives from the Association]. The Market Adjustment and Wage Standardization Committee will commence meeting within one hundred twenty (120) days of the ratification of all three (3) of the MAHCP 2018-2024 collective agreements. Additional representatives may be invited to attend as determined by the committee to provide necessary information.

In priority order:

1. Market Adjustment of 3% as noted above
2. Standardization:

It is the goal of the standardization process to seek wage standardization for classifications within the MAHCP bargaining units.

It is recognized and agreed by the Parties that:

- a) The committee shall establish and prioritize potential inequities which may exist for classifications in the MAHCP bargaining units.
- b) Where it is determined that the salary of an employee is higher than that of the established salary range, that employee will receive all economic wage increases until the mutually agreed-to implementation date for the standardized salary scale. Thereafter, further economic wage increases will not apply until that employee reaches the same level as the others on the standardized salary scale.

3. Additional Market Adjustments:

Criteria: Any adjustment(s) shall be based on evident recruitment/retention criteria, i.e.: adjustment(s) applicable to only those classifications for which it has been demonstrated that there have been recruitment/retention challenges; or wage discrepancy;

The Parties may also take into consideration relevant criteria including, but not limited to, the following:

- a) Service delivery impacts;
- b) Vacancy rate analysis;
- c) Salary and market conditions.

4. Any adjustment(s) will be effective at a mutually agreeable date(s) as decided by the committee, but no sooner than October 1, 2023 (unless otherwise mutually agreed-to); and

It is recognized and agreed by the Parties that:

- a) Where the Parties are unable to agree upon allocation of any part of the Fund, the Parties will appoint an adjudicator to determine the issue. If the Parties are unable to agree upon an adjudicator, the Parties may submit a request to the Manitoba Labour Board. The adjudicator's ruling shall not exceed the financial capability of the Fund. The ruling of the adjudicator shall be final and binding on all Parties. Expenses and fees of the adjudicator shall be shared between the Parties. These costs will not be charged against the Fund.
- b) Should the market adjustment rate be achieved before the fund is fully expended, the Parties agree that the terms of the memorandum have been met.

5. Costs associated with this joint committee will be borne as follows:

- a) Employees will not suffer a loss of pay or benefits as a result of participation on the joint committee (at the expense of the Employer).
- b) Each party shall be responsible for its own incurred expenses.
- c) Any agreed to change or adjudication shall be implemented within sixty (60) days.

6. Matters contained in this Memorandum of Understanding shall not be subject to the grievance and arbitration procedure. Once the committee or adjudicator determines a scale and/or rate change, the application, implementation or change would be subject to the grievance and arbitration process.

MEMORANDUM OF UNDERSTANDING # 12

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: MAHCP PROVINCIAL TECHNICAL / PROFESSIONAL RECRUITMENT / RETENTION PLANNING COMMITTEE

The parties acknowledge that in order to support the delivery of effective patient/client care/service across the province, an adequate supply of trained employees is required. The parties acknowledge that availability of qualified employees may differ throughout the province and there may need to be consideration of unique Employer or regional challenges.

Therefore the parties agree to establish a MAHCP Provincial Technical / Professional Recruitment / Retention Planning Committee, with representation from the PHLRS, Employers, MAHCP and its membership. The Committee will consist of an equal number of PHLRS / Employer and MAHCP / Employees, the number of which shall be mutually agreed. The Employer and the Association shall be responsible for their respective salaries and associated costs of their Committee members. Other persons may be invited to participate as mutually agreed by both parties.

The Committee shall meet as frequently as mutually agreed to by the parties the purpose of which will be:

- To identify classifications that are experiencing current or anticipated shortages of qualified employees;
- To identify recruitment challenges in order to address current or anticipated shortages;
- To identify strategies to facilitate the availability of appropriately qualified employees;
- To consider other systemic issues that may be raised by Committee members; and
- To present its findings and the Committee's joint recommendations to the Deputy Minister of Health, including but not limited to, funding for areas where recruitment and retention challenges have been identified.

The Provincial Technical / Professional Recruitment / Retention Planning Committee will commence meeting within one hundred and twenty (120) days of ratification of all MAHCP Locals.

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

The Provincial Technical / Professional Recruitment / Retention Planning Committee will be in existence for the duration of the collective agreement and will be extended only if mutually agreed to between the parties. MAHCP members invited to participate shall be compensated as per Article 3809.

MEMORANDUM OF UNDERSTANDING # 13

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: MAHCP RETENTION INCENTIVE - FULL-TIME INCENTIVE

1. The parties agree that a Full-Time Incentive shall be payable in a lump sum to employees employed in a full-time (1.0 EFT) position during the following qualifying period:
 - April 1, 2023 – March 31, 2024
2. Upon confirmation of an employee's employment in a full-time position for the above qualifying period, the employee shall be paid five thousand dollars (\$5,000), on the first off-cycle pay period in May following the qualifying period. For clarity, eligibility depends on being employed in an eligible full-time position on March 31st in the qualifying year.
3. In the event an employee secures a full-time position after April 1st in the above period, the incentive payment will be pro-rated based on the number of hours the employee was employed full-time up to March 31st of the qualifying year.

4. Employees going on an approved leave of absence during the year shall receive the pro-rated amount based on the number of hours the employee has worked full-time during the period identified above.
5. Where an employee commences a full-time position after April 1st of the qualifying year, the incentive will apply, on a pro-rated basis, only to the duration ending with the respective qualifying date (March 31, 2024) where the employee works a consecutive unbroken period which includes the qualifying date. A consecutive unbroken period refers to when an employee last commenced a full-time position. For clarity, when an employee converts from full-time to part-time back to full-time status, no period of employment prior to the employee's current full-time position shall be included in the calculation of the incentive.
6. All statutory deductions will apply to the incentive payments. The incentive payments are deemed non-pensionable and are not subject to benefit deductions.

Where an employee transfers from one qualifying position to another, within any Employer, or within or between any Employer or Employers Organization within the Province of Manitoba the positions shall be considered as contiguous and continuous for the purpose of the determination of Incentive amount(s).

MEMORANDUM OF UNDERSTANDING # 14

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: MANAGEMENT OF SENIORITY PRE AND POST HEALTH SECTOR BARGAINING UNIT REVIEW ACT (HSBURA)

The Employers Organizations and Association ("Parties") have been engaged in collective bargaining for the professional technical paramedical collective agreements subsequent to the enactment of The Health Sector Bargaining Unit Review Act ("HSBURA").

The Parties acknowledge these negotiations are unique and complex with respect to: the consolidation of approximately fifty (50) collective agreements into three (3) bargaining units, resulting in one (1) professional technical paramedical collective agreement for each of the Employers Organizations; the reconfiguration of some classifications included in the professional technical paramedical sector bargaining unit(s); and the creation of multi-Employer bargaining unit(s).

The Parties identified various scenarios where the management of seniority was an issue that required resolution and have agreed to the following as a result.

Issue #1 – Post-HSBURA Accrual of Seniority

The Parties agree that the accrual of seniority post ratification of the collective agreements shall be Employer based seniority by bargaining unit consistent with how the accrual of seniority is within the rural Regional Health Authorities.

An employee would be able to mobilize, but not exercise, seniority between Employers.

Issue #2 – The management of accrued seniority for a part-time employee who was employed under two different bargaining units with the same Employer pre-HSUBRA and is now in one bargaining unit post-HSBURA.

Example: An employee occupies a part-time 0.4 EFT General Duty X-Ray Technologist position at Victoria Hospital and has 13,074 hours of accrued seniority under the Victoria Hospital MAHCP Collective Agreement with a continuous service date of February 1, 2008. This employee also occupies a part-time 0.5 EFT General Duty X-Ray Technologist position at Grace Hospital and has 22,524 hours of accrued seniority under the Grace Hospital UFCW Collective Agreement with a continuous service date of June 30, 2002. Both positions are with the same Employer, Shared Health (Direct Operations).

The Parties agree the following shall apply upon implementation post ratification:

1. The employee shall maintain part-time status in the new bargaining unit.
2. The employee shall maintain the earlier of the two continuous service dates which is June 30, 2002.

3. The seniority hours accrued within each bargaining unit will be combined. For example:

13,074 hours of seniority accrued at the Victoria Hospital
+ 22,524 hours of seniority accrued at the Grace Hospital
= 35,598 hours of accrued seniority in the new bargaining unit

The seniority hours to be combined in the new bargaining unit will be based on the calculated seniority hours effective the end of the last full pay period prior to the date of implementation. The combining of seniority hours will be permitted to a maximum equivalent of 1.0 EFT using the earliest continuous service date. The hours of seniority worked at both sites post implementation will be combined on a go-forward basis.

Issue #3 – The management of accrued seniority for a part-time employee who was part-time in one bargaining unit and casual status in another bargaining unit with the same Employer pre-HSUBRA and is now in one bargaining unit post-HSBURA.

Example: An employee occupies a part-time 0.6 EFT Occupational Therapist position with the Victoria Hospital and has 18,365 hours of accrued seniority under the Victoria Hospital MAHCP Collective Agreement with a continuous service date of May 5, 2008. This employee is also employed as a casual Occupational Therapist at the Grace Hospital and has 930 hours of accrued casual seniority under the Grace Hospital UFCW Collective Agreement. Both positions are with the same Employer, WRHA (Direct Operations).

The Parties agree the following shall apply upon implementation post ratification:

1. The employee shall maintain part-time status in the new bargaining unit.

2. The employee shall maintain the continuous service date applicable to their part-time status position which is May 5, 2008.
3. The 930 hours of casual seniority earned as a casual at the Grace Hospital shall not transfer to the new bargaining unit.
4. The hours of seniority accrued picking up additional available shifts within the bargaining unit as an Occupational Therapist at the Grace Hospital post- implementation would be accrued as a part-time employee.

Issue #4 – The management of accrued seniority for a part-time employee occupying a part-time position in one bargaining unit and a part-time position in another bargaining unit with different Employers pre-HSBURA and is now in one bargaining unit post-HSBURA.

Example: An employee occupies a part-time 0.6 EFT Pharmacy Technician position with the St. Boniface Hospital and has 6,085 hours of accrued seniority under the St. Boniface Hospital MAHCP Collective Agreement. That employee also occupies a part-time 0.4 EFT Pharmacy Technician position with WRHA Regional Pharmacy Program, at HSC and has 10,620 hours of accrued seniority under the WRHA Regional Pharmacy Program MAHCP Collective Agreement. Both positions are now in the same bargaining unit but continue to be employed with different Employers (separate legal entities).

The Parties agree the following shall continue to apply:

1. The employee will maintain part-time employment with both the St. Boniface Hospital and the WRHA (Direct Operations).

2. Seniority would not be combined and would continue to accrue separately for all hours worked with each Employer.

Issue #5 – Scenarios not contemplated and dispute resolution.

The parties agree that should a scenario arise that is not contemplated in this memorandum, the parties will meet to discuss the application of seniority for the scenario that arises.

Should a dispute or alleged violation of this memorandum of understanding arise, the parties concerned shall meet within twenty (20) calendar days and attempt to resolve the dispute(s) through discussion.

Should the dispute regarding the application or interpretation of this memorandum remain unresolved after such meetings, any party to the dispute may within a further ten (10) calendar days refer the matter(s) to arbitration in accordance with Article 28 (Arbitration Procedure).

MEMORANDUM OF UNDERSTANDING # 15

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: MOBILITY – PROGRAM TRANSFERS, CLOSURES, CONSOLIDATION AND MERGERS

WHEREAS it is the desire of, and in the best interest of, the parties to work toward the avoidance of job loss by providing for the mobility of employees within and between Employers Organizations;

AND WHEREAS the parties recognize that it is in the best interest of patient care to retain the knowledge and expertise of healthcare providers within the programs;

AND WHEREAS the parties wish to promote career opportunities by removing systemic barriers;

NOW THEREFORE the parties agree as follows:

1. This memorandum is attached to and forms part of the Collective Agreement.

2. The parties agree to work towards a systemic labour adjustment plan utilizing a provincial attrition model where reasonable, and utilizing any other programs as agreed to by the parties.
3. In the event that this memorandum of understanding conflicts with the terms of any existing collective agreement between the parties, the terms of this memorandum shall prevail over the terms of the collective agreement (unless otherwise specified).
4. a) In the event of a transfer/closure/consolidation/merger of one or more of the sites, the Employer(s) will notify the Association, where possible at least ninety (90) days prior to the implementation date*

*Lesser notice may be given only in exceptional circumstances.

b) The Employer(s) and Association shall meet within thirty (30) days of notice provided for in 4 a) to discuss issues arising out of the transfer of employees.

c) The Employer(s) shall prepare and provide the following data relative to the transfer/closure/consolidation/merger to the Association:

- positions affected at the sending site
- number of vacancies and new positions created at the receiving site
- up-to-date seniority lists and number of affected employees
- pertinent classification information
- relevant time frames

5. Staff Mobility - Program Transfers

- I) When programs are transferred, consolidated, or merged from one or more of the sites to another, the Employer(s) will determine the number of staff required by classification.

Qualified employees affected will be given the opportunity to move with the program. Where excess numbers of staff wish to move, staff will be selected in descending order of seniority. Where an insufficient number of staff by classification volunteer to move, the remaining vacancies shall be filled by utilizing the job posting/recall procedures in the applicable collective agreement(s). Where an employee is not able or elects not to move, the provisions of Article 33 (Job Security) will apply.

If vacancies continue to exist after the job competition, the Employer(s) reserves the right to transfer affected employees from the sending site to fill the vacancies commencing with the most junior qualified employee.

- II) It is agreed that should it be necessary to transfer employees from one site to another in accordance with the provisions of 5(i), the Employer shall endeavour to the greatest degree possible, to transfer such employee into a position which is within .2 of the EFT of the position occupied by the employee at the sending site.
- III) Employees who are transferred in accordance with this memorandum shall retain seniority, service, and all other benefits as specified hereinafter, and will be treated in all respects as if they had always been employees of the receiving site/Employer.
- a) continuous service date

- b) accumulated income protection benefits;
- c) length of employment applicable to rate at which vacation is earned;
- d) length of employment applicable to pre-retirement leave;
- e) length of employment applicable for qualification for the Magic 80 (as per the terms and conditions of the applicable pension plan) pension provisions;
- f) length of employment applicable to next increment date;
- g) the terms and conditions of the benefit plan(s) for the new Employer apply; however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and condition;
- h) seniority credits;
- i) transfer of current vacation hours unless the employee elects to have their current vacation hours paid out by the previous Employer at the time of the transfer;
- j) Placement at either the employees hourly rate of pay from the sending site, or in accordance with previous experience as per Article 905, whichever is greater. If the transfer results in a promotion, Article 1101 shall apply.
- k) where an employee transfers prior to the completion of maternity leave return of service requirements, the employee shall be allowed to complete the return of service requirements at the receiving site(s).

IV) The receiving site will provide an orientation period to employees transferring to a new site and shall take into consideration the individual needs of the transferring employee(s). The orientation period shall be of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.

It is further agreed that periods of orientation shall be considered time worked.

- V) No new probationary/trial period will be served by transferring employees. Any transferring employee who had not yet completed their probationary/trial period at the sending site will complete the balance of the period required at the receiving site.

Should the transferred employee decide not to remain at the receiving site, such employee shall provide written notice to the receiving site no later than sixty (60) days following the date of transfer. The employee shall be entitled to be placed on the Central Redeployment list and the recall list of the sending site.

MEMORANDUM OF UNDERSTANDING # 16

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: MOBILITY - VOLUNTARY TRANSFERS TO VACANCIES

As bargaining unit vacancies arise that any of the sites intend to fill, the following procedures will apply:

1. Vacancies will be filled in accordance with the provisions of the applicable Collective Agreement.
2. An internal and external posting may occur simultaneously. Employees from other Employers will have the right to apply for said vacancy. If the selected employee is a current MAHCP employee, and commences employment with the receiving Employer within six (6) weeks of termination of employment from their former Employer, that employee will be entitled to transfer all seniority, service, and other benefits as specified hereinafter, and will be treated in all respects as if they had always been an employee of the receiving Employer.
 - a) continuous service date
 - b) accumulated income protection benefits;

- c) length of employment applicable to rate at which vacation is earned;
- d) length of employment applicable to pre-retirement leave;
- e) length of employment applicable for qualification for the Magic 80 (as per the terms and conditions of the applicable pension plan) pension provisions;
- f) length of employment applicable to next increment date;
- g) the terms and conditions of the benefit plan(s) for the new Employer apply; however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and condition;
- h) seniority credits;
- i) transfer of current vacation hours unless the employee elects to have their current vacation hours paid out by the previous Employer at the time of the transfer;
- j) Placement at either the employees hourly rate of pay from the sending site, or in accordance with previous experience as per Article 905, whichever is greater. If the transfer results in a promotion, Article 1101 shall apply.
- k) where an employee transfers prior to the completion of maternity leave return of service requirements, the employee shall be allowed to complete the return of service requirements at the receiving Employer.

3. Selection shall be in accordance with the terms of the Collective Agreement.

MEMORANDUM OF UNDERSTANDING # 17

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: NORTHERN ISOLATION/REMOTENESS RETENTION ALLOWANCE

The parties agree that an Isolation/Remoteness Retention Allowance shall be payable in a lump sum annually to all eligible employees (including full-time, part-time and casual) as follows:

a) Applicable @Cranberry Portage, Cormorant, Easterville, Flin Flon, Grand Rapids, Snow Lake, Sherridon and The Pas:

Effective October 1, 2016 \$8,000.00 for each full-time employee
- with the first payment being made September 30, 2016, calculated based on employment up to and including September 30, 2016.

Effective October 1, 2022 \$8,000.00 for each full-time employee
- with the first payment being made September 30, 2022, calculated based on employment up to and including September 30, 2022 (already received).

** Amended Allowance for 2022:

Effective October 1, 2022 \$8,800.00 for each full-time employee
- with the payment for the \$800.00 increase being made September 30, 2023, calculated based on employment up to and including September 30, 2022.

Effective October 1, 2023 \$8,800.00 for each full-time employee
- with the first payment being made September 30, 2023, calculated based on employment up to and including September 30, 2023.

****Note:** Only employees employed as of September 30, 2023 shall be entitled to the amended allowance.

b) Applicable @ Bay Line Communities, Gillam, Leaf Rapids, Lynn Lake, Thompson and Wabowen:

Effective October 1, 2016 \$10,000.00 for each full-time employee
- with the first payment being made September 30, 2016, calculated based on employment up to and including September 30, 2016.

Effective October 1, 2022 \$10,000.00 for each full-time employee
- with the first payment being made September 30, 2022, calculated based on employment up to and including September 30, 2022 (already received).

**** Amended Allowance for 2022:**

Effective October 1, 2022 \$11,000.00 for each full-time employee
- with the payment for the \$1,000.00 increase being made September 30, 2023, calculated based on employment up to and including September 30, 2022.

Effective October 1, 2023 \$11,000.00 for each full-time employee

- with the first payment being made September 30, 2023, calculated based on employment up to and including September 30, 2023.

****Note:** Only employees employed as of September 30, 2023 shall be entitled to the amended allowance.

The above amounts shall be prorated on the basis of all regular hours worked in the previous twelve (12) month period (October 1st of the previous year to September 30th of current year as above). For an employee to be eligible for any portion of the annual lump sum amount, they must be employed as of September 30th of the current year.

The parties further agree that such lump sum payment shall be provided to applicable employees on the first full pay period following the pay period which includes September 30th of each year. This lump sum payment shall be paid on a separate cheque without a surcharge.

MEMORANDUM OF UNDERSTANDING # 18

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: NORTHERN RESIDENTS DEDUCTIONS: TRAVEL IN DESIGNATED AREAS (AS DEFINED BY CANADA REVENUE AGENCY)

The Employer is aware of the Northern Residents Deductions: Travel in Designated Areas allowance provided by Revenue Canada and agrees to the following:

1. All parties acknowledge the Northern Residents Deductions: Travel in Designated Areas allowance is administered by Canada Revenue Agency and is subject to any changes implemented by Canada Revenue Agency or any ruling which Canada Revenue Agency may imply in respect to the benefits eligible.
2. Should Canada Revenue Agency reduce the Northern Residents Deductions: Travel in Designated Areas allowance or eliminate the Northern Residents Deductions: Travel in Designated Areas allowance, the Employer shall not be responsible for any costs to make up for the lost benefits.

3. The Employer will not incur any additional costs in implementing the Northern Residents Deductions: Travel in Designated Areas allowance.
4. Any changes to the Northern Residents Deductions: Travel in Designated Areas allowance shall be subject to review by Legal Counsel to ensure Canada Revenue Agency tax regulations are adhered to.

MEMORANDUM OF UNDERSTANDING # 19

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: ORGANIZATIONAL CHANGES – IMPACT ON THE BARGAINING UNIT

As soon as reasonably possible after the Employer makes a decision to proceed with or has been advised that an organizational change will occur that affects the bargaining unit, including changes that affect the number of bargaining unit members, it is agreed that the Employer will outline to the Association the scope, intent and details of the change to enable the parties to enter into meaningful consultation on relevant matters which shall include but not be limited to:

- a) a process for advising members of the change including content and timing;
- b) the process by which the change will be implemented including a labour adjustment strategy where the number of bargaining unit members will be affected;
- c) a process by which the Employer and the Association will communicate throughout the change including a point of contact for each party; and,

d) an opportunity for the Association to recommend modifications to the change(s).

MEMORANDUM OF UNDERSTANDING # 20

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: PORTABILITY – COMMUNITY THERAPY SERVICES (CTS) ONLY

Applicable to transfers between the Employer Organization and Community Therapy Services only subject to the mutual agreement from CTS:

An employee with an Employer where the Association is certified to represent that occupational classification, who applies for and is awarded a position with another Employer where the Association is certified to represent that occupational classification, shall have their seniority transferred as though they had always been employed at the receiving Employer. It is understood that this seniority is intended for use in accordance with the Collective Agreement, (i.e., only in vacancy selection, vacation selection, or in the event of lay-off/displacement/recall). Further, the parties confirm that this seniority is in no way intended to increase the accumulation of benefits normally accrued or calculated on the basis of employment hours or service.

In addition, any specific requests for portability of any or all benefits or benefits accrual rates upon a position being awarded as per the above, shall be considered by the Employer on an individual basis, by mutual agreement with the Association.

Note #1: The agreement to include this memorandum in the collective agreement is subject to the identical memorandum being included in the CTS agreement.

Note #2: Seniority (hours) transferred shall not exceed seniority provisions of the receiving facility.

MEMORANDUM OF UNDERSTANDING # 21

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: PROVINCIAL MULTI-UNION PROFESSIONAL TECHNICAL PARAMEDICAL SECTOR MOBILITY

The Parties have been engaged in collective bargaining for the professional technical paramedical sectors' collective agreements subsequent to the enactment of The Health Sector Bargaining Unit Review Act (HSBURA);

The Parties recognize the importance of the retention of qualified employees working within the provincial healthcare system and the ability to retain accrued benefits across the system provincially.

The Parties agree the following will apply:

1. Unless specified otherwise within the provisions of the receiving collective agreement, where an MGEU Professional Technical Paramedical employee is the successful applicant to a position with an Employer in an Employers Organization represented by MAHCP, the employee will be entitled to the mobility of their accrued benefits as follows:

Mobility of Benefits

Employees shall be entitled to mobilize the following benefits:

- a) Accumulated income protection benefits/sick leave credits.
 - b) Continuous service applicable to the rate at which vacation is earned.
 - c) Continuous service applicable to pre-retirement leave.
 - d) Continuous service for the purpose of qualifying to join benefit plans, e.g., two (2) year pension requirement.
 - e) Benefits - An incoming employee is subject to the terms and conditions of the receiving agreements benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
 - f) Hourly Rate of Pay:
 - i. If range is identical, then placed step-on-step.
 - ii. 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 hourly rate of pay.
- The above (i) and (ii) are subject to the provisions of the long service step.
- g) Hours worked for the purpose of calculating the next increment.
 - h) Any vacation hours earned.
 - i) Where an employee transfers prior to the completion of maternity leave return of service requirements, the employee shall be allowed to complete the return of service requirements at the receiving Employer.

2. Employees shall not be entitled to mobilize the following:

- a) Seniority Hours; or
- b) Banked Overtime or General Holidays, these are to be paid out by sending Employer.

MEMORANDUM OF UNDERSTANDING # 22

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: REASSIGNMENTS IN THE EVENT OF STAFFING SHORTAGES (EFFECTIVE DATE OF RATIFICATION)

1. In the event of a reassignment being necessitated by a staffing shortage within the Employer, an employee may be reassigned subject to the following conditions:
 - a) Before reassigning an employee, the Employer shall take the reasonable steps available to fill the vacant shift(s), including seeking volunteers to work the necessary shift(s).
2. Those Employees reassigned (whether voluntary or compulsory) external to the program/site or outside a fifty (50) km radius within the program/site shall be compensated as follows: the greater of six (\$6.00) per hour or fifteen percent (15%) above their normal rate of pay for all hours worked while reassigned (for clarity this premium is over and above overtime rates, where overtime is earned during reassignment). Such reassignment of employees will be applied as equitably as reasonably possible amongst those

employees who are qualified and able to perform the duties on a quarterly basis as follows:

- a) The reassignment will enhance the well-being of other employees working at the facility/program/site and will not adversely impact the well being of the employee who is reassigned.
- b) No employee will be compelled to accept a reassignment greater than fifty (50) kms from their base location.
- c) Where an employee is reassigned external to the program/site or outside a fifty (50) km radius within the program/site within the Employer, they shall also be compensated as follows:

Provided with a daily 'Work Disruption Allowance' as follows:

- Over 1 and up to – 49 km between sending and receiving site - \$40
- Between 50 – 99 km between sending and receiving site - \$80
- Between 100 – 149 km between sending and receiving site - \$130
- 150 km more between sending and receiving site - \$180

Where an employee is involuntarily reassigned to an alternate program/site, and the employee's travel time is greater than the distance to their regularly assigned program/site, the additional travel time will be considered time worked and eligible for overtime compensation as per the conditions of the Collective Agreement.

- d) Where a change in work schedule is required by the Employer (receiving Department/ facility/program/site) because of a reassignment, the employee(s) shall be

compensated with a 'Shift Disruption Allowance' as described below for each shift that has been changed and worked by the employee. The following rules shall apply:

Compensation of one of the following amounts as applicable per shift, whichever is greatest:

- \$25 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than one (1) hour and up to four (4) hours**; or
- \$35 Impact Shift Changes: a change is made to the calendar day that an employee was scheduled to work (no change to shift length or shift description)**; or
- \$50 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than four (4) hours; or a change is made to the shift length (e.g. 8 to 12 hours); or a change is made to the shift description (e.g. from straight Days to Days/Nights, or from straight Days to Days/Evenings)**;

It is understood that the provisions of Article 1204 shall apply

- i. Shift disruption allowance will not be paid on days during which the employee does not work or for shifts that have not been changed;
- ii. Employees shall not be eligible to receive overtime as a result of changes to their shift length (i.e. changing from 8 to 12 hour shifts), unless they are in an overtime situation as identified in the employee(s) respective Collective Agreement and are now required to work additional hours. For clarity, adding hours to shift duration when an employee has been reassigned during the course of their shift, shall result in daily overtime compensation.

- iii. Changes to shift length must not cause a decrease to the employees' EFT; and
 - iv. Shift disruption allowance will cease to be paid, upon the effective date of the subsequent shift schedule which shall be posted in accordance with the Collective Agreement, and the employee is scheduled as posted. If this posted schedule is disrupted, the employee shall be paid in accordance with i. above. When the reassigned employee is returned to their regular assignment, the Shift Disruption Allowance is not applicable.
- e) Where an employee is involuntarily reassigned for more than three (3) shifts or twenty-three point two five (23.25) hours (whichever is less), in a four (4) week period (commencing the date of the first reassignment), all subsequent involuntarily reassigned regular (non-overtime rate) hours shall be paid at double (2x) the reassignment compensation, as provided in paragraph #2 above (\$6/hour or $15\% \times 2 = \$12/\text{hour}$ or 30%, whichever is greater).
- f) Reassignments as #2 above will be made by the out-of-scope manager with as much notice as possible. Selection of the employee to be reassigned shall be based on ability and experience and shared as equally as possible amongst the employees in each program/site. It is understood that such reassignments will only occur within a fifty (50) kilometre radius of the employee's base location unless a greater distance is mutually agreed between the Employer and the employee.
3. Orientation will be provided of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.

4. Employees who are reassigned within the Employer shall be reimbursed for expenses in accordance with Article 17 (Travel Expenses).
5. In the event of a long term or repetitive vacancy which the Employer has not been able to fill in accordance with the Collective Agreement, the Employer and Association shall meet to determine measures to address the vacancy. Such measures may include consideration of additional incentives to attract applicants to the position. Either party may refer the issue to the Employee Management Advisory Committee as provided for in Article 38 (Committees).
6. The Employer shall notify the Association no less often than monthly of each occurrence where an employee is reassigned whether voluntarily or involuntarily.

MEMORANDUM OF UNDERSTANDING # 23

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: RECRUITMENT AND RETENTION INCENTIVES

WHEREAS retention, recruitment and training of allied health individuals is a priority for the Parties;

AND WHEREAS the Parties recognize there are significant allied health retention and recruitment challenges and the Parties agree that ongoing, focused effort on retaining and attracting qualified individuals to the provincial health system is required;

THEREFORE the Parties agree as follows:

Effective the date of ratification

1. The Employer will provide ten thousand dollars (\$10,000) maximum over two (2) years for allied health individuals who accept a Full Time EFT. The incentive will be prorated for individuals who accept a minimum of a 0.7 EFT (0.7 times the full amount provided for a 1.0 EFT). The incentive is payable in two (2) installments, with five thousand dollars (\$5,000)

payable within six (6) months of start of employment and five thousand dollars (\$5,000) payable after the completion eighteen (18) months of service (pro-rated for those 0.7 EFT and above). A two (2) year Return of Service Agreement (ROSA) is required and is subject to the conditions below.

a) Recruitment:

An employee who returns to employment from retirement or resignation (not currently holding a full or part-time position with any Employer within an Employer Organization within the Province of Manitoba) shall receive a ten thousand dollars (\$10,000) recruitment bonus if accepting full time employment for a period of two (2) years. In order to qualify, the individual must minimally accept and maintain a 0.7 EFT. Payments will be prorated based on EFT.

b) Retention:

An employee who is currently employed and eligible to retire as of July 1, 2023 or up to and including July 31, 2024 without early retirement penalty and submits a written request to the Employer regarding an additional two (2) year commitment shall receive the above recruitment incentive for a period of two (2) years. In order to be eligible for the retention incentive, the eligibility period commences from date of approval of the written request. Eligible employees must minimally maintain the EFT that was committed to at time of approval. Should an individual, currently employed and who holds an EFT lower than 0.7, or holds casual status, wish to commit to a position which is 0.7 EFT or above, and obtains such a position, they shall be entitled to receive the incentive provided they meet all other criteria as outlined in this section.

2. The parties agree the phrase “without early retirement penalty” is understood to mean there is no penalty or deduction applied to the employee’s pension entitlements, as described under the bylaws or requirements of the applicable

pension plan, had the employee opted to retire between July 1, 2023 and July 31, 2024.

3. Where an employee qualifies for the Retention Incentive in paragraph B) above, notwithstanding the date on which the ROSA is signed by the parties, where an employee meets the conditions of eligibility for the incentive, the qualifying period shall be considered to commence as of the date the employee holds the qualifying position, but no earlier than July 1, 2023.
4. Where an employee transfers from one qualifying position to another, within any Employer, or within or between any Employer or Employers Organization within the Province of Manitoba the positions shall be considered as contiguous and continuous for the purpose of the determination of Incentive amount(s).
5. Where an employee, occupying a position qualifying for the Recruitment and Retention Incentive is moved to a non-qualifying position as a result of an Employer imposed circumstance (program transfer, program closure, deletion of position etc.), the Employer shall endeavour to undertake all reasonable measures to provide the individual a similar position that requalifies the employee for the incentive to which they were previously entitled. Where the employee is not placed in a qualifying receiving position, the incentive for the former position will be provided to the employee, on a pro-rated basis, for the duration spent in the qualifying position.
6. An exception to the return of service repayment requirement shall be if an employee is deemed totally disabled for their own occupation, repayment will not be required.
7. All statutory deductions will apply to the incentive payments above. The incentive payments are deemed non-pensionable and are not subject to benefit deductions.

MEMORANDUM OF UNDERSTANDING # 24

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: RECRUITMENT AND SELECTION PROCESS

The parties acknowledge and confirm that effective and consistent practices relative to recruitment and selection to vacant positions are critical to maintain and preserve a highly competent and qualified professional and technical healthcare workforce in Manitoba.

It is further agreed that specific procedures utilized throughout all phases of the selection process must include as a basic foundation, the formulation of bona fide and job-related selection criteria, including consideration of seniority. As outlined below, the process must be carried out consistent within the provisions of the Collective Agreement.

The parties agree that the selection process must be seen to treat all applicants fairly, objectively, and in a non-partisan manner at all times.

The employer has therefore developed, in consultation with the Association, terms of reference/guidelines detailing phases of

the selection process to ensure outcomes are objective and to maintain integrity and accountability in all staffing activity undertaken.

Terms of reference/guidelines as above, shall be reviewed between the parties within 180 days of the signing of the Collective Agreement, and will be subject to further review as may be deemed appropriate and necessary from time to time. Either party may initiate the review. The parties agree that they may request assistance from other resources as deemed necessary.

The terms of reference/guidelines will encompass, but will not be limited to:

- The formulation of selection criteria, such as seniority, knowledge, abilities/skills, aptitudes, personal suitability, experience, education, certification, etc., under which managers shall determine qualifications required for the position.
- The use and application of selection criteria in the selection process.
- The composition of Selection Boards
- Meaningful feedback to applicants.

MEMORANDUM OF UNDERSTANDING # 25

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: REDEPLOYMENT PRINCIPLES

1. PURPOSE:

- 1.1 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.
- 1.2 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.
- 1.3 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.

- 1.4 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the abovementioned unions and employers.
- 1.5 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.
- 1.6 All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.
- 1.7 "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 4.2 herein.
- 1.8 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.
- 1.9 "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:

- 2.1 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.
- 2.2 Employees without a Collective Agreement shall not have seniority rights.
- 2.3 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:

- 3.1 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:

- 4.1 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.
- 4.2 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.1, 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 4.1, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the abovementioned 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, they shall relinquish any recall rights to their former employer unless they are laid off from the receiving employer. Should an employee be laid off from the receiving employer, they will be placed back on the recall list with the sending employer for the balance of time they would have been on the recall

list. They 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:

- 5.1 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:

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

6.5 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.

6.6 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 The Winnipeg Regional Health Authority - Deer Lodge Centre Site 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.

6.7 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:

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

7.2 Salary and vacation earned to date to be paid out by sending employer.

7.3 Banked time including overtime bank, stat bank, to be paid out by sending employer.

8. TRAINING:

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

9. ADMISSION OF NEW MEMBERS:

9.1 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:

10.1 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

11.1 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:

12.1 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:

13.1 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.

MEMORANDUM OF UNDERSTANDING # 26

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: REFERENCE TO STANDARDIZATION COMMITTEE DURING TERM OF AGREEMENT

WHEREAS in negotiating the terms of the three (3) Collective Agreements between the MAHCP and the Employers Organizations to which this Memorandum of Understanding is attached, the parties have sought to standardize Collective Agreement terms across all agreements, but recognize that additional consultation is necessary before attempts can be made to standardize the terms governing issues identified by Employers and worksites; Employers Organizations and Bargaining Units;

AND WHEREAS the complexity of attempting to standardize terms related to these issues is such that it was not practicable to attempt to do so in the negotiation of the current Collective Agreements;

AND WHEREAS the parties wish to make a "best effort" attempt to reach agreement on standardization of Collective Agreement

terms related to these issues during the term of these Collective Agreements;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Employers and the MAHCP agree to strike a committee or committees, with equal representation of three (3) to five (5) members each, to engage in a consultative process to seek agreement regarding standardization of Collective Agreement provisions related to the issues.

The Employers Organization shall provide disclosure of relevant data as determined by the committee(s) to permit full consideration by the committee(s).

The committee(s) shall commence consultation at a time agreed by the parties but in any case no later than three (3) months after date of ratification, and shall meet when determined by the committee, with a view to completing consultation within six (6) months of commencement of the committee(s), or such extended period as the parties agree.

Either party's representatives on a committee may introduce any Collective Agreement issue for consideration of standardization. If a committee is able to reach an agreement on a proposed amendment to the Collective Agreements in respect of any one or more of the issues under consideration, they may recommend such amendments to their respective parties (MAHCP/PHLRS) for consideration. The parties may agree to proceed with such amendments, subject to necessary ratification, if required, or may table the issue(s) to be addressed in the Collective Agreement negotiations which occur for renewal of the Collective Agreements.

MEMORANDUM OF UNDERSTANDING # 27

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: RETURN OF SERVICE

WHEREAS the parties recognize the importance of enhancing skills for specialized areas and/or initiatives related to recruitment and retention;

AND WHEREAS such education/training and recruitment initiatives are a significant investment by the health care system;

NOW THEREFORE the parties agree that the Employer may enter into a Return of Service Agreement with an individual employee as follows:

1. A Return of Service Agreement must be agreed to and signed by the Association, the employee and the Employer. A copy of the agreement will be provided to the Association and the employee.
2. All terms and conditions agreed to in an executed Return of Service Agreement shall be fulfilled by the individual employee and the Employer.

3. Notwithstanding the above, should the employee not fulfill the terms of an executed Return of Service Agreement, the employee shall be indebted to the Employer for the amount of debt owing for any unfulfilled portion of the terms and conditions. Recovery of any debt owing to the Employer shall be considered an authorized deduction in accordance with Article 41 (Overpayments and Under Deduction) but shall not be considered an overpayment. If, for any reason, the debt owing cannot be recovered through a payroll deduction, the Employer may pursue other means of recovery including, but not limited to, initiating a civil action in a Manitoba Court.
4. Return of Service Agreements shall not conflict with any other terms of the applicable Collective Agreement.
5. The terms of the Return of Service Agreement shall include, but not be limited to:
 - a) The monetary value of the Return of Service Agreement.
 - b) The calendar time and hours worked required to fulfill the agreement.
 - c) In the case of skills enhancement, the expected date of completion of the program.
 - d) The unit and/or program and/or location where the hours must be worked in order to count towards fulfillment of the agreement, which can be amended by mutual consent of the employee and Employer.
 - e) The amount of monetary repayment shall be assessed and hours worked toward fulfillment of the employee's obligation shall be taken into account. Any such amounts shall be prorated based on the total hours of work required for the original term of fulfillment of the agreement.
 - f) In the event that an Employer is no longer able to provide an employee with the opportunity to fulfill the terms of the agreement, the employee shall not be obligated for repayment and the agreement shall become null and void.

- g) In the event of an approved leave of absence, during the repayment period, the Employer and the individual employee shall meet to revise the calendar time and hours worked required to fulfill the agreement. The employee can elect to include the Association in such meeting.
- h) Should the employee fail to return to work as required under the Return of Service Agreement, the employee is indebted to the Employer as per paragraph 3 above.

In the event of the death of an employee prior to completion of any of the requirements of a Return of Service Agreement, the employee's estate shall not be obligated to the Employer for any repayment and the agreement shall become null and void.

MEMORANDUM OF UNDERSTANDING # 28

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: TEN (10) HOUR SHIFT

Note: 10 hour shifts will only be implemented by agreement between the Employer and the Association.

1. A "10" hour shift for employees working 7.75 hours (2015 annual hours) will be 9.69 paid hours to be scheduled at 10.00 hours.
2. There shall be twenty-four (24) regular "10 hour" shifts in each three (3) consecutive bi-weekly periods, or a combination of 10 hour and regular shifts as defined in Article 1201, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 1201.
3.
 - a) Each "10" hour shift shall be inclusive of two rest periods as defined in Article 1202 of this Agreement. Meal period(s) shall consist of 30 minutes in total with 19.6 minutes unpaid and 10.4 minutes paid for each 10-hour shift.

b) It is understood that variations may exist in the administration of rest and meal periods for “10” hour shift patterns currently in effect. For any new “10” hour shift patterns implemented under this memorandum, rest and meal periods will be administered in accordance with a) above, unless otherwise mutually agreed between the Employer and the Association.

4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement. Where an employee works a “10” hour shift, evening and night premiums shall be paid on the basis of hours worked. For the purpose of clarification Evening Shift premiums shall be paid for any hours worked between 1600 hours - 2400 hours. Night shift premiums shall be paid for any hours worked between 2400 hours - 0800 hours. Rates paid will be in accordance with Article 18 (Premiums).
6. The paid vacation entitlement received under the “10” hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 1201) shift pattern.
7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half ($1 \frac{1}{2} \times$) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 14 (Overtime) shall apply except for Article 1401. Article 1401 of the Collective Agreement is replaced by items # 1, 2 & 3 above for the purposes of this memorandum.

8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of the Ten (10) Hour Shift Memorandum, the provisions of Article 1303 a) do not apply.
10. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.
11. Upon a minimum of sixty (60) days' notice, the Employer or the Association may discontinue the modified shift schedule.

MEMORANDUM OF UNDERSTANDING # 29

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: TWELVE (12) HOUR SHIFT

Note: 12 hour shifts will only be implemented by agreement between the Employer and the Association.

1. A "12" hour shift for employees working 7.75 hours (2015 annual hours) will be 11.625 paid hours to be scheduled at 12.25 hours
2. There shall be twenty (20) regular "12 hour" shifts in each three (3) consecutive bi-weekly periods, or a combination of 12 hour and regular shifts as defined in Article 1201, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 1201.
3.
 - a) Each "12" hour shift shall be inclusive of two rest periods as defined in Article 1202 of this agreement. Meal period(s) shall consist of 60.0 minutes in total with 37.5 minutes unpaid and 22.5 minutes paid for each 12-hour shift.

b) It is understood that variations may exist in the administration of rest and meal periods for “12” hour shift patterns currently in effect. For any new “12” hour shift patterns implemented under this memorandum, rest and meal periods will be administered in accordance with a) above, unless otherwise mutually agreed between the Employer and the Association.

4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement. Where an employee works a “12” hour shift, evening and night premiums shall be paid on the basis of hours worked. For the purpose of clarification Evening Shift premiums shall be paid for any hours worked between 1600 hours - 2400 hours. Night shift premiums shall be paid for any hours worked between 2400 hours - 0800 hours. Rates paid will be in accordance with Article 18 (Premiums).
6. The paid vacation entitlement received under the “12” hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 1201) shift pattern.
7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half ($1 \frac{1}{2} \times$) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 14 (Overtime) shall apply except for Article 1401. Article 1401 of the Collective Agreement is replaced by items # 1, 2 & 3 above for the purposes of this memorandum.

8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of the Twelve (12) Hour Shift Memorandum, the provisions of Article 1303 a) do not apply.
10. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.
11. Upon a minimum of sixty (60) days' notice, the Employer or the Association may discontinue the modified shift schedule.

MEMORANDUM OF UNDERSTANDING # 30

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: VACATION LEAVE

For Mental Health and Addictions (Former AFM) Present Incumbents Only effective date of ratification:

Vacation leave shall be taken in the vacation year following the vacation year in which it is earned. However, with the approval of the employing authority, vacation that has been earned in a vacation year may be taken in that vacation year.

The Employer may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one (1) previous year's vacation entitlement.

MEMORANDUM OF UNDERSTANDING # 31

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: VACATIONS – RESIDENTIAL EMPLOYEES – FORMER AFM

Where residential employees have vacation time remaining after shut-down, they may approach management and request that vacation be carried over to the next vacation year.

Staff who do not have sufficient vacation accumulated would be on "leave of absence" (LOA) without pay. These employees can apply for up to fifteen (15) Voluntary Reduced Work Week Days (VRWW) to cover this period of LOA without pay. These staff may request that they be considered for additional work assignments during the shut-down. The Employer will endeavour to accommodate such requests based on operational needs and qualifications.

MEMORANDUM OF UNDERSTANDING # 32

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: WEEKEND SUPER PREMIUM

WHEREAS the Parties recognize there are allied health retention and recruitment challenges;

AND WHEREAS the Parties agree that ongoing, focused effort on retaining and attracting qualified individuals to the provincial health system is required;

AND WHEREAS the Parties recognize that during the implementation of a focused retention and recruitment plan, it is imperative to ensure consistency in baseline staffing to maintain the quality provision of services for patients, residents and clients;

THEREFORE in an effort to fortify the baseline staffing compliment on weekends the Parties agree to the following:

1. For the purposes of this memorandum, the parties agree to modify the definition of weekend to include the Friday evening shift to be eligible for this additional premium.

2. A Weekend Super Premium of eight dollars (\$8.00) per hour shall be paid to an employee on all hours worked between 1500 hours on the Friday and 2400 hours on the following Sunday.
3. For clarity, the Weekend Super Premium shall apply to all hours worked on a Friday, where an evening premium is applied under the Article 18 (Premiums) or the applicable MOAs Re: "12 Hour Shift" and "10 Hour Shift" in the applicable Collective Agreement.
4. The Weekend Super Premium would be paid in addition to the premiums under Article 18 where applicable.
5. This Weekend Super Premium memorandum will be effective as of November 18, 2022 until the ratification of the next collective agreement.

MEMORANDUM OF UNDERSTANDING # 33

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: WORKLOAD REVIEW PROCESS

WHEREAS the Parties mutually recognize that resolving the employees' workplace issues, including workload concerns, supports the delivery of effective patient services, and contributes to a healthy work environment, the Parties therefore agree as follows:

In situations where the Parties recognize a workload issue the Parties agree to discuss possible areas of concern and options for consideration to try to resolve these concerns. The Association and the Employer may include employee representatives in these discussions.

MEMORANDUM OF UNDERSTANDING # 34

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: COMPRESSED WORK WEEK – REHABILITATION SERVICES

The parties have agreed, at the request of the employee(s) and subject to the approval of the Employer based on operational requirements, to allow a compressed work week within the following parameters:

1. A shift will be considered as 8.33 hours (75 hours bi-weekly divided by 9 days for a total of 8.33 hours per shift). This represents the total number of hours to be worked each shift to allow for the one paid day off in a pay period.
2. Overtime wages will not apply in this circumstance.
3. Employees who wish to work a 7.5 hour shift schedule will be permitted to do so.
4. For full-time employees, whenever a statutory holiday occurs, 7.5 hours will be coded as statutory holiday pay and the

remaining 0.83 hours will be coded as unpaid leave of absence. The employee may use banked time to cover the period of leave of absence.

5. This agreement is without prejudice and without precedent.
6. Upon a minimum of sixty (60) days written notice, the Employer or the Association may terminate this agreement and the provisions of the Collective Agreement Shall apply.

MEMORANDUM OF UNDERSTANDING # 35

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: FLEX TIME

Applicable for Home Care Program, Public Health Program, and
Mental Health and Community Addictions Program only:

To assist in the provision of optimal client services within the community setting, the parties agree that the following flex time guidelines will be followed excluding the classifications of Addiction Recovery Practitioner, Addiction Recovery Practitioner (Lead), Mobile Crisis Clinician, and Midwife.

Definition of Flex Time (Article 1307 of the MAHCP Collective Agreement):

For the purposes of understanding Flex Time the following applies:

1.1 If adjustments are required to the employee's schedule the adjustment shall be made within each bi-weekly pay period to ensure they meet but do not exceed the hours of their FTE.

1.2 At no time will the employee receive a payout of flex time.

1.3 Flex time shall include any and all hours of work as outlined in Article 1201.

1.4 The Employer shall not request the employee to utilize Flex Time to offset Overtime.

Application of Flex Time:

To assist in the provision of program service demands / optimal client services, the parties agree that the following flex time guidelines will be observed:

2.1 Employees authorized by the Employer to utilize flex time shall have flexibility within their work schedule.

2.2 An employee authorized by the Employer to utilize flex time shall submit a work schedule, to their Supervisor/Manager by 4:00 PM on the Monday, preceding the start of the two (2) week schedule.

2.3 The Flex Time Work Schedule shall reflect all anticipated flex time worked and proposed date(s)/time(s) to take this time back. Only in unforeseen extenuating circumstances will the employee be able to carry flex time hours forward to the next pay period.

2.4 In the event, the schedule is not approved the Supervisor/Manager shall consult with the employee to discuss any requirements to alter the proposed schedule.

2.5 The employee's Supervisor/Manager shall review and sign to approve the Flex Time Work Schedule and return this to the employee prior to the bi-weekly period commencing.

2.6 The Employer reserves the right to address perceived abuses of Flex Time on an individual basis.

2.7 Adjustment of Schedule of +/- fifteen (15) minutes or less will not be considered for the purposes of calculating Flex Time earned or utilized.

Should either party wish to terminate or renegotiate this Memorandum of Agreement they must provide notice in writing to the other party with sixty (60) days notification.

MEMORANDUM OF UNDERSTANDING # 36

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: FRENCH LANGUAGE

The Employers have an obligation to ensure compliance with respect to a variety of statutory authorities by requiring bilingualism (French and English) as a bona-fide qualification for designated bilingual position(s) within a site/program. In the event the Employer elects to designate an additional bilingual position(s), the Employer and the Association shall meet to discuss the bilingualism requirements attached to the position(s).

The Employers Organizations recognize that the rights of all employees must be respected under the Collective Agreement. For operational purposes, bilingual position(s) as designated by the Employer may be awarded to a unilingual candidate subject to the requirement to attain linguistic competency in either French or English within a reasonable time period. In the event that there is no qualified bilingual employee applicant for the designated bilingual position(s), the Employer may fill positions as necessary to meet patient care needs.

The following Memorandum of Understanding particular to the French Language in the Collective Agreements in force and effect when The Health Sector Bargaining Review Act was proclaimed, remain in force and effect for the duration of the Collective Agreement:

In the event of a conflict between this MOU and an existing MOU, the existing MOU shall govern.

MEMORANDUM OF UNDERSTANDING # 37

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: GRANDPARENTED PRESCRIPTION DRUGS AT THOMPSON GENERAL HOSPITAL

Whereas, the Employer is no longer allowed by law to fill staff drug prescriptions in house without jeopardizing the Employer's continuing participation in provincial drug pricing programs;

And whereas, the Employer and the Association acknowledge that continuing this practice may place hospital pharmacists' license in jeopardy;

And whereas the Employer and the Association acknowledge that the cessation of this practice is in everyone's best interest;

The Employer and the Association hereby agree to the following resolution for this issue:

1. Article 2209 of the 2006 – 2010 Collective Agreement will be deleted effective with the date of ratification date of the new Collective Agreement.

2. All employees who accessed the supplementary Memorandum of Settlement on this issue between January 26, 2009 and August 12, 2011 will be eligible to continue with the benefits of the supplementary Memorandum of Settlement on a grandfathered basis as long as they continue their current employment at Thompson General Hospital.

Those grand parented employees are:

Tanya Burnside

3. The benefits provided under the previous supplementary Memorandum of Settlement dated January 26, 2009 will continue unchanged and are as follows:

- a) Only receipts submitted from date of ratification on will be eligible for reimbursement;
- b) Receipts must be submitted to the Pharmacy Department by March 31, June 30, September 30 and December 31 each year;
- c) Receipts must be for prescriptions for which no other program has paid in full or any portion thereof;
- d) Receipts must be the official pharmacy receipt, no copies will be accepted; the Employer will make a copy and return the original to the employee;
- e) Receipts must include the name of the employee, the type of drug, the retail cost and the date filled;
- f) Only drugs that are on the Hospital formulary will be eligible for reimbursement; determination of drug eligibility will be made by the Employer's Regional Pharmacy Manager.

MEMORANDUM OF UNDERSTANDING # 38

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: MIDWIVES

The Employer and the Association recognize the unique nature of midwifery services and the flexibility that is required to provide care consistent with the best practices in midwifery.

The parties agree that Midwives Classification shall be covered by all provisions of this Agreement, unless otherwise specified in this Memorandum:

1. The parties recognize that flexibility in hours of work is essential in providing midwifery services. The employee will be responsible for scheduling their own hours of work in accordance with their EFT. Each employee shall submit a log of hours worked to their manager at the end of each bi-weekly period or more often if required. The hours worked shall be eighty (80) hours per bi-weekly period averaged, over six (6) consecutive bi-weekly pay periods.

Regular hours of work will be an average of eighty (80) hours per bi-weekly period or 2080 hours per year.

2. The compensation payable under Schedule A is intended to compensate the Midwife for delivering Midwifery Services on a full-time basis, therefore Article 14 (Overtime), 15 (Standby and Callback) and 18 (Premiums) of the collective agreement shall not apply. Part-time Midwives shall be compensated on a pro-rated basis. The Midwife shall devote as many hours to providing the Midwifery Services as may be necessary to fully discharge the Midwife's professional responsibilities.
3. Regular hours of work shall be deemed to:
 - a) include a rest period of twenty (20) minutes during each continuous three (3) hour period of duty;
 - b) exclude a meal period of at least thirty (30) minutes during each working day.
4. Probationary Employee - (replaces Article 1111 a) first sentence of the collective agreement) - Means an employee who:
 - a) is registered with supervision requirements as determined by the College of Midwives of Manitoba (CMM); or
 - b) has not completed six (6) months of continuous full-time or part-time employment following the removal of the supervision requirements.
5. To the extent practicable, the employee will consult with their supervisor prior to working additional or alternate hours beyond their approved schedule. In the event that this is necessary, the employee shall make every reasonable effort to alter their schedule over the remainder of the period referred to in Article 1201 in order to maintain an average of eighty (80) hours worked in the bi-weekly period.
6. Where, in the course of providing midwifery services at a client's residence it becomes necessary to arrange for ambulance transport to a hospital, and it is necessary for the

midwife to accompany the client in the ambulance, the employee shall be reimbursed, upon provision of a receipt, for taxi/rideshare fare from the hospital to the client's residence in order to retrieve the employee's vehicle.

7. Article 22 General Holidays (replaces Article 2202 of the collective agreement):

An employee, required to work on a General Holiday, shall be paid one and one-half times (1½x) their basic rate for all hours worked. In addition, the employee shall be granted time off equivalent to the time worked at a time mutually agreed between the Employer and the employee. This clause does not apply to periods of standby occurring on a General Holiday where the employee is not required to work.

8. The Employer and Association recognize the value in exit interviews and encourages each midwife who terminates their employment for reasons other than retirement to participate in one. The Employer will allow an employee to be accompanied by an Association representative when requested by the midwife.

9. An employee shall be entitled to payment of all wages, vacation pay and other benefits on the next payroll processing date after termination or death. In extenuating circumstances where an employee's employment is terminated by the Employer, the Employer will make available within ten (10) calendar days after termination, all amounts due to the employee including unpaid wages and pay in lieu of unused vacation time.

10. At the request of the employee, consideration for transfer to a different Practice Group may be given upon discussion between the Employer and the Practice Group(s) involved.

11. Where a midwifery position vacancy exists, a midwife will be appointed to participate on the selection committee in an advisory role.
12. The Employer shall make every reasonable effort to facilitate access to a sleep room at hospitals where Midwives have admitting privileges, and or at Ode'imin.
13. The Employer will agree to provide the employees with a smartphone model as available through E-Health.

MEMORANDUM OF UNDERSTANDING # 39

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: STANDARD VACATION YEAR – NORTHERN REGIONAL HEALTH AUTHORITY (DIRECT OPERATIONS)

WHEREAS it is recognized by the parties that different vacation years exist amongst groups of employees employed within the same site/program of the Northern Regional Health Authority ("NRHA") (Direct Operations) Employer;

AND WHEREAS the parties have agreed to standardize the vacation year for all employees within the NRHA (Direct Operations) Employer to May 1 to April 30 of each year.

NOW THEREFORE the parties agree the following shall apply to employees who currently have a vacation year of April 1 to March 31:

1. Effective for the 2024/25 vacation year, the vacation year will be May 1, 2024 to April 30, 2025.
2. Vacation accrual for the month of April 2024 will be carried forward to the May 1, 2024 to April 30, 2025 vacation year.

3. Affected employees will have until April 30, 2024 to utilize vacation accrued from the previous vacation year of April 1, 2023 to March 31, 2024.
4. Employees will have the ability to request vacation for the month of April 2024 had they planned to utilize vacation time in April. Any vacation approved for the month of April 2024 will utilize accrued hours from the now May 1, 2024 to April 30, 2025 vacation accumulation.
5. As per Article 1907 of the Collective Agreement, the Employer will post a projected vacation entitlement list not later than two (2) months prior (February 29, 2024) to the vacation cut-off date.

MOU MASTER SIGNATURE PAGE

Between:

**NORTHERN HEALTH REGION EMPLOYERS
ORGANIZATION
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

This document shall serve as the master signature page for the MOU's included as part of this Collective Agreement.

Signed this 17th day of APRIL, 2024

B. Y. Rowan

Brenda Rowan, PHLRS

JLH

Jason Linklater, President

J Willis

Jodi Willis, PHLRS

FOR THE EMPLOYER

FOR THE ASSOCIATION

SCHEDULE “A” – Wage Scales

Applicable to collective agreements that expired March 31, 2018:

The Employer will provide a general wage increase of 8.35% broken down by year as follows:

April 1, 2018 – 1.25%
April 1, 2019 – 1.4%
April 1, 2020 – 0.5%
April 1, 2021 – 1.2%
April 1, 2022 – 2.0%
April 1, 2023 – 2.0% *

* An additional 1% was added to the 2023 GWI by expedited mediated arbitration issued on December 11, 2023, increasing the April 1, 2023 GWI to 3%.

For Collective Agreements expiring on a date other than March 31, 2018 (eg: March 31, 2017), a “Me Too” agreement would have been in place.

Note: All general wage increases proposed are subject to the impacts of any market adjustment or standardization negotiations which may occur in this round of bargaining.

The Schedule “A” wage scales are not embedded in this agreement due to the large size of the document. Please refer to the separate document titled Schedule “A” for all SHEO wage scales.

“Me Too”

During the term of the 2018 to 2024 Collective Agreement, should another healthcare Professional Technical Paramedical union negotiate new additional monetary increases for items such as but not limited to the following:

- General wage increases
 - Special wage adjustments
 - Additional steps on salary scale
 - Shift premiums and responsibility pay
 - Allowances of any kind
 - Bonuses of any kind
 - Overtime rates of pay
- (i.e. any additional compensation in any form)

the Employer will commit to parity for MAHCP members for the same increases, effective on the same calendar date as the other healthcare union negotiated.

It is understood that monetary increases that do not have general application would apply only to MAHCP members who are in like circumstances or group(s). For example, a special adjustment for a particular classification would apply only to the equivalent classification(s) in the corresponding MAHCP bargaining unit.

AFM 20 year Step:

The parties agree to implement a 20 Year step for former AFM employees effective the date of ratification.

SCHEDULE “B” – Academic Allowance

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

- Advanced certification in the appropriate field
\$100.00 per month [\$125.00 per month effective the date of ratification] [prorated on an hourly basis]
- Bachelor of Science degree
\$100.00 per month [\$125.00 per month effective the date of ratification] [prorated on an hourly basis]
- Masters degree
\$150.00 per month [\$175.00 per month effective the date of ratification] [prorated on an hourly basis]
- Fellowship or Licentiate
\$200.00 per month [\$225.00 per month effective the date of ratification] [prorated on an hourly basis]
- Doctoral degree
\$300.00 per month [\$325.00 per month effective the date of ratification] [prorated on an hourly basis]

Approved applications for Academic Allowance will commence on the date at which the employee provides their application and proof of their academic attainment to the Employer.

Note: Notwithstanding the above, the Employer confirms that academic allowances currently paid to existing employees, effective June 23, 2000, shall not be discontinued or reduced for

the duration of that employee's employment, unless specifically negotiated at a later date.

**For employees that were not entitled to an Academic Allowance under their former agreement, approved applications for Academic Allowance will be effective April 1, 2024.*

SCHEDULE “C” – Site List

Bargaining Unit

Northern Health Region Employers Organization

<u>Employer List</u>	<u>Site List</u>
Northern Regional Health Authority (NRHA) (Direct Operations)	Flin Flon General Hospital (including Flin Flon Clinic, Flin Flon Personal Care Home, Northern Lights Manor)
	The Pas Health Complex (including St. Anthony’s General Hospital, St. Paul’s Residence, The Pas Clinic, Rosaire House Addiction Centre)
	Thompson General Hospital (including Northern Consultation Clinic, Northern Spirit Manor, Thompson Clinic, Hope North Recovery Centre for Youth, Northern Regional Health Authority Administration Building, Eaglewood Treatment Centre)
	Home Care Program
	Mental Health and Community Addictions Program
	Public Health Program

- Errors and Omissions Excepted
- PHLRS reserves the right to add to, modify, or delete sites.

SCHEDULE “D” – Remoteness Allowance

Remoteness Allowances shall be paid to employees subject to the following eligibility criteria and conditions.

A. Eligibility Claim:

A claim with appropriate attestation, notarized where considered necessary, for payment of Single or Dependent allowance, shall be submitted to the Employer when first requesting the allowance and at the request of the Employer. However, the employee is responsible to provide appropriate attestation to the Employer when any change occurs in the eligibility of a dependent.

B. Single or Dependent Allowance:

Subject to Section 3 below the single status will be paid to employees, that have established a residence and maintain a home in a location designated as a Remote Location and who are eligible for the payment of a Remoteness Allowance. Claims for Dependent's Allowance will be subject to the following criteria and conditions:

1. The employee shall be supporting (1) one or more dependents where a dependent includes:
 - i. a spouse or common-law partner living with and dependent on the employee for main and continuing support;
 - ii. an unmarried dependent child under eighteen (18) years of age;
 - iii. an unmarried dependent child over eighteen (18) but under twenty-one (21) years if in full time attendance at a school or university or similar educational institution;
 - iv. an unmarried child of any age with a disability provided such a child is dependent on the employee for support.

2. There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common law arrangement between the marital partners must have been in existence for at least one (1) year prior to the application for Dependent's rate.
3. Where both spouses or common-law partners are employees of the Employer to which these eligibility criteria apply, the Dependent rate will be paid to one (1) spouse or common-law partner only and the other one will not receive either the Dependent or Single rate of Remoteness Allowance. Where specially requested by both employees in writing, the dependent's rate may be divided and equal amounts (to the nearest cent) paid to each employee.

C. Calculation of and Eligibility for Daily rates:

1. Remoteness Allowances are to be considered on a daily basis, i.e. 1/10th of the bi-weekly rate, up to the maximum amount for the bi-weekly period.
2. The employee shall receive 1/10th of the bi-weekly rate for every day the employee is at work irrespective of the number of hours worked, so long as a minimum of one hour is worked that day.
3. Where an employee regularly works a shift above the normal daily hours as provided for in Article 12, the allowance will be provided on a prorated basis.

D. Location and Residence:

The Remoteness Allowance applicable to the location at which the employee has established their residence and maintains a family home is normally that which prevails, since the residence would be within normal daily travel distance to the employees' base location. In any case where the employee does not have

a residence established on a continuing basis in relation to their base location, the location of the employee's base location, as established by the Employer, shall be considered the location for Remoteness Allowance.

E. Limitations:

The Remoteness Allowances for the various sites for employees who are single or supporting dependents(s) as indicated, represent a maximum hourly taxable allowance relative to paid employment. They are payable during paid general holidays and vacations taken during continued employment, and while receiving authorized income protection benefits. They are not payable during periods of absence without pay, nor payable at overtime rates or other premiums nor included as part of regular bi-earnings in calculation of vacation wages on termination of employment.

F. Travel Time Days:

A full-time employee eligible for Remoteness Allowance as provided in this schedule shall be eligible, in each fiscal year (April 1 to March 31), to receive up to a maximum of two (2) days travel time without loss of regular pay. Such days shall be pro-rated on regular hours worked for part-time employees.

G. Geographic Eligibility:

No location will be included for Remoteness Allowance that is two hundred and fifty (250) kilometers or less from the centre of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of sixty-five (65) kilometers or more by the most direct road to a provincial trunk highway or paved provincial road, and the aggregate distance to the highway or paved road and then to Winnipeg or Brandon totals two hundred (200) or more kilometers. No location having road access and situated south of the fifty-third (53rd) parallel of latitude will be included unless the criterion concerning off-highway access was met.

H. Bi-Weekly Rates:

1. The Biweekly Remoteness Allowance shall be paid on the same basis as the Provincial Government employees and the current rates will be posted by the Employer on its website and updated accordingly.
2. Any changes to the Remoteness Allowance rates made by the Provincial Government will equally affect all employees covered under the Scope of this Agreement.
3. The bi-weekly remoteness allowances relative to each location at single and dependent rates are as follows:

	Effective April 1, 2017		Effective March 31, 2018		Effective September 29, 2018	
	Dependent	Single	Dependent	Single	Dependent	Single
Berens River	\$287.82	\$165.01	\$290.70	\$166.66	\$293.61	\$168.33
Churchill	\$277.95	\$168.64	\$280.73	\$170.33	\$283.54	\$172.03
Cormorant	\$162.28	\$103.48	\$163.90	\$104.51	\$165.54	\$105.56
Cranberry Portage	\$139.05	\$87.61	\$140.44	\$88.49	\$141.84	\$89.37
Cross Lake	\$309.48	\$178.90	\$312.57	\$180.69	\$315.70	\$182.50
Flin Flon	\$120.32	\$74.85	\$121.52	\$75.60	\$122.74	\$76.36
Gillam	\$247.25	\$149.59	\$249.72	\$151.09	\$252.22	\$152.60
Ilford	\$369.40	\$211.44	\$373.09	\$213.55	\$376.82	\$215.69
Leaf Rapids	\$190.85	\$118.47	\$192.76	\$119.65	\$194.69	\$120.85
Lynn Lake	\$197.10	\$119.32	\$199.07	\$120.51	\$201.06	\$121.72
Nelson House	\$210.72	\$128.67	\$212.83	\$129.96	\$214.96	\$131.26
Norway House	\$275.27	\$157.41	\$278.02	\$158.98	\$280.80	\$160.57
Oxford House	\$334.51	\$191.37	\$337.86	\$193.28	\$341.24	\$195.21
Pikwitonie	\$269.87	\$161.65	\$272.57	\$163.27	\$275.30	\$164.90

Sherridon	\$219.77	\$134.80	\$221.97	\$136.15	\$224.19	\$137.51
Snow Lake	\$165.10	\$102.63	\$166.75	\$103.66	\$168.42	\$104.70
The Pas	\$112.91	\$69.01	\$114.04	\$69.70	\$115.18	\$70.40
Thicket Portage	\$269.29	\$161.23	\$271.98	\$162.84	\$274.70	\$164.47
Thompson	\$179.76	\$126.31	\$181.56	\$127.57	\$183.38	\$128.85
Wabowden	\$230.72	\$157.45	\$233.03	\$159.02	\$235.36	\$160.61
Waterhen	\$142.55	\$89.16	\$143.98	\$90.05	\$145.42	\$90.95

	Effective	Effective	Effective	Effective
	March 30, 2019	March 28, 2020	March 27, 2021	March 26, 2022
Berens River				
Dependent	297.72	299.21	304.15	310.23
Single	170.69	171.54	174.37	177.86
Bissett				
Dependent	197.52	198.51	201.79	205.83
Single	116.77	117.35	119.29	121.68
Bloodvein River				
Dependent	302.17	303.68	308.69	314.86
Single	173.57	174.44	177.32	180.87
Brochet				
Dependent	355.63	357.41	363.31	370.58
Single	204.79	205.81	209.21	213.39
Churchill				
Dependent	287.51	288.95	293.72	299.59
Single	174.44	175.31	178.20	181.76
Cormorant				

Dependent	167.86	168.70	171.48	174.91
Single	107.04	107.58	109.36	111.55
Cranberry Portage				
Dependent	143.83	144.55	146.94	149.88
Single	90.62	91.07	92.57	94.42
Crane River				
Dependent	177.18	178.07	181.01	184.63
Single	128.74	129.38	131.51	134.14
Cross Lake				
Dependent	320.12	321.72	327.03	333.57
Single	185.06	185.99	189.06	192.84
Dauphin River (Anama Bay)				
Dependent	198.58	199.57	202.86	206.92
Single	140.92	141.62	143.96	146.84
Easterville				
Dependent	146.84	147.57	150.00	153.00
Single	92.71	93.17	94.71	96.60
Flin Flon				
Dependent	124.46	125.08	127.14	129.68
Single	77.43	77.82	79.10	80.68
Gillam				
Dependent	255.75	257.03	261.27	266.50
Single	154.74	155.51	158.08	161.24
God's Lake Narrows				
Dependent	352.75	354.51	360.36	367.57

Single	202.79	203.80	207.16	211.30
God's River				
Dependent	357.33	359.12	365.05	372.35
Single	205.91	206.94	210.35	214.56
Grand Rapids				
Dependent	142.76	143.47	145.84	148.76
Single	88.26	88.70	90.16	91.96
Ilford				
Dependent	382.10	384.01	390.35	398.16
Single	218.71	219.80	223.43	227.90
Island Lake/Garden Hill				
Dependent	328.64	330.28	335.73	342.44
Single	187.72	188.66	191.77	195.61
Jen Peg				
Dependent	233.40	234.57	238.44	243.21
Single	139.51	140.21	142.52	145.37
Lac Brochet				
Dependent	387.56	389.50	395.93	403.85
Single	222.34	223.45	227.14	231.68
Leaf Rapids				
Dependent	197.42	198.41	201.68	205.71
Single	122.54	123.15	125.18	127.68
Little Grand Rapids				
Dependent	316.73	318.31	323.56	330.03
Single	179.61	180.51	183.49	187.16

Lynn Lake				
Dependent	203.87	204.89	208.27	212.44
Single	123.42	124.04	126.09	128.61
Manigotagan				
Dependent	197.52	198.51	201.79	205.83
Single	116.77	117.35	119.29	121.68
Matheson Island				
Dependent	201.36	202.37	205.71	209.82
Single	142.78	143.49	145.86	148.78
Moose Lake				
Dependent	213.18	214.25	217.79	222.15
Single	131.81	132.47	134.66	137.35
Negginan/Poplar Point				
Dependent	302.71	304.22	309.24	315.42
Single	174.08	174.95	177.84	181.40
Nelson House				
Dependent	217.97	219.06	222.67	227.12
Single	133.10	133.77	135.98	138.70
Norway House				
Dependent	284.73	286.15	290.87	296.69
Single	162.82	163.63	166.33	169.66
Oxford House				
Dependent	346.02	347.75	353.49	360.56
Single	197.94	198.93	202.21	206.25
Pikwitonie				

Dependent	279.15	280.55	285.18	290.88
Single	167.21	168.05	170.82	174.24
Pukatawagan				
Dependent	230.04	231.19	235.00	239.70
Single	141.30	142.01	144.35	147.24
Red Sucker Lake				
Dependent	350.90	352.65	358.47	365.64
Single	201.29	202.30	205.64	209.75
St. Therese Point				
Dependent	328.64	330.28	335.73	342.44
Single	187.72	188.66	191.77	195.61
Shamattawa				
Dependent	375.55	377.43	383.66	391.33
Single	218.06	219.15	222.77	227.23
Sherridon				
Dependent	227.33	228.47	232.24	236.88
Single	139.44	140.14	142.45	145.30
Snow Lake				
Dependent	170.78	171.63	174.46	177.95
Single	106.17	106.70	108.46	110.63
Southern Indian Lake				
Dependent	361.74	363.55	369.55	376.94
Single	208.65	209.69	213.15	217.41
Split Lake				
Dependent	376.34	378.22	384.46	392.15

Single	214.82	215.89	219.45	223.84
Tadoule Lake				
Dependent	393.49	395.46	401.99	410.03
Single	226.50	227.63	231.39	236.02
The Pas				
Dependent	116.79	117.37	119.31	121.70
Single	71.39	71.75	72.93	74.39
Thicket Portage				
Dependent	278.55	279.94	284.56	290.25
Single	166.77	167.60	170.37	173.78
Thompson				
Dependent	185.95	186.88	189.96	193.76
Single	130.65	131.30	133.47	136.14
Wabowden				
Dependent	238.66	239.85	243.81	248.69
Single	162.86	163.67	166.37	169.70
Waterhen				
Dependent	147.46	148.20	150.65	153.66
Single	92.22	92.68	94.21	96.09
York Landing				
Dependent	379.61	381.51	387.80	395.56
Single	221.10	222.21	225.88	230.40

APPENDIX “A” – Classifications

Audiologist - An employee who is registered to practice by the CASLPM.

General Duty Audiologist -- A working level Audiologist.

Cardiology Technologist - An employee who is a graduate of approved training who has attained certification and is currently registered with the CSCT.

General Duty Cardiology Technologist – working level Cardiology Technologist who may be required to carry out peer/trainee functional instruction.

Senior Cardiology Technologist – A Cardiology Technologist who in addition to the duties of a General Duty Cardiology Technologist:

1. Has been delegated supervisory duties for the daily work of assigned staff; and/or
2. Has been assigned the ongoing primary responsibility of maintaining Employer designated programs which may include a teaching program. (A program is neither a test procedure nor a method producing results nor a formally recognized unit of Cardiology organization.); and /or
3. Has been assigned the ongoing responsibility for performing Employer designated “specialized Procedures”.

Charge Cardiology Technologist – A Cardiology Technologist who is delegated the overall responsibility for a formally recognized unit of Cardiology.

Cardiovascular Technologist (Non-invasive) – An advanced Certified Cardiology Technologist with at least two (2) years equivalent experience (4160 hours), working with advanced certification.

Senior Cardiovascular Technologist (Invasive) - A technologist who:

- a) provides technical, clinical technical and clinical assistance to physician during all diagnostic and therapeutic procedure, including aspects of physiological monitoring;
- b) collects and analyses all cardiac catheterization data;
- c) assists in the ordering and maintaining of an inventory of supplies for physiological and computer equipment;
- d) assists in teaching programs for students from various disciplines and has obtained CACPT certification.

Cardiology Technician – An employee who performs assigned routine EKG procedures and who is in training to become a Cardiology Technologist.

A Technician will be required to write the certification examination to become a technologist when they become eligible. Such examinations must be written within one (1) year from date of eligibility.

A Technician who fails to pass the certification examination must write at the next sitting and advise the Employer in writing with specifics to rewrite, including a date for same. A technician who fails to pass the certification examination a second time of writing shall be terminated with two (2) weeks notice. A technician shall become a technologist on the date she becomes certified and the day of certification shall become her anniversary date for increment purposes.

Case Coordinator - An employee who has a Baccalaureate Degree in a related Health or Human Sciences profession with applicable active registration/licensure, or equivalent, who is responsible for assessing, planning and coordinating services for Home Care clients.

Community Health Worker - An employee who carries out activities in clinical treatment, community health, community development, administration under the direction of the Senior Public Health Nurse.

Community Mental Health Worker/Clinician - An employee who has a Baccalaureate Degree in a related Health or Human Sciences profession with applicable active licensure, or equivalent, who promotes mental health through the provision of direct clinical services, consultation services, crisis intervention and professional and public education to a target population.

Diabetes Educator - An employee who has a Baccalaureate Degree in a related Health or Human Sciences profession with applicable active licensure, or equivalent, who provides prevention, education, care, research and support in the area of Diabetic Education in the community.

Dietetic Technician - An employee who is a graduate of a two (2) year Certified in Food Safety Supplier Audits (CFSSA) approved program.

Dietitian - An employee registered by the CDM to practice in the Province of Manitoba.

Staff Dietitian/Community Nutritionist – A Dietitian, who assesses, develops and implements, records and follows up on the nutrition care plans or programs for individuals, groups or community.

EEG Technologist - An employee who is a graduate of approved training and who has attained certification and is registered with the CBRET.

EEG Technologist in Training/EEG Technician -- An employee who possesses a diploma as an EEG Technician, or has completed a three (3) to six (6) month period as an EEG Trainee but who has neither become certified by the CBRET, nor employed in an EEG Technologist position, and who will remain in that classification until successful completion of the appropriate certification examination with the CBRET. An EEG Technician who fails to successfully pass these certification examinations the second time of writing shall be terminated.

General Duty EEG Technologist -- A working level EEG Technologist who may be required to carry out peer/trainee functional instruction.

Senior EEG Technologist -- An EEG Technologist who in addition to the duties of a General Duty EEG Technologist:

1. Has been delegated supervisory duties for the daily work of assigned staff; and/or
2. Has been delegated the major ongoing responsibility for a teaching program.

Charge EEG Technologist – A Technologist who is delegated the overall responsibility for a formally recognized unit of EEG.

EMG Technologist - An employee who is a graduate of approved training and/or an individual who has attained certification and is currently registered with the CAET.

General Duty EMG Technologist -- A working level EMG Technologist who may be required to carry out peer/trainee functional instruction.

EMG Technician – An Employee who has completed a three (3) month period as an EMG trainee but who has neither become certified by the CAET, nor employed in an EMG Technologist position, and who will remain in that classification until successful completion of the appropriate certification examination with the CAET. An EMG Technician who fails to successfully pass these certification examinations the second time of writing shall be terminated.

Health Promotion Education Specialist - An employee who has a Baccalaureate Degree in a related Health or Human Sciences field who participates in assessment, planning, implementation and evaluation of health promotion programs specific to health needs of the Employer.

Medical Laboratory Technologist – An employee who is a graduate of an approved training program who has attained certification and currently has an active registration with CMLTM.

General Duty Technologist -- A working level Laboratory Technologist who may be required to carry out peer/trainee functional instruction.

Senior Laboratory Technologist – A Laboratory Technologist who in addition to the duties of a General Duty Laboratory Technologist:

1. Has been delegated supervisory duties for the daily work of assigned staff; and/or
2. Has been delegated the major ongoing responsibility for a teaching program in the department; and/or
3. Has been assigned the ongoing primary responsibility of maintaining Employer designated programs. (A program is neither a test procedure nor a method producing results nor a formally recognized unit of laboratory organization.)

Charge Laboratory Technologist -- A Technologist who is delegated the overall responsibility for a formally recognized unit of lab.

Medical Laboratory Assistant – An employee who under the supervision of a Technologist performs a limited range of specified Laboratory procedures.

Medical Sonographer - An employee who is a graduate of an approved school of Medical Sonography who has attained certification and is currently registered with the ARDMS.

General Duty Medical Sonographer - A working level Sonographer who may be required to carry out peer/trainee functional instruction.

Senior Medical Sonographer – A Sonographer who in addition to performing General Duty level Sonographer duties is responsible for:

1. The coordination of the teaching program; or
2. Assisting the Charge Medical Sonographer in administrative duties of the section of Ultrasound, supervision of students; and preventative and routine maintenance of equipment; or
3. A Sonographer in a site which employs not more than one (1) equivalent full-time Imaging Technologist.

Charge Medical Sonographer - A Sonographer who is delegated the overall responsibility for a formally recognized unit of Diagnostic Imaging.

Occupational Therapist – An employee who is registered on the practicing roster of COTM.

Staff Occupational Therapist – An Occupational Therapist, who formulates, performs, records and consults on treatment procedures and participates in the clinical education/ instruction of students, interns, residents, re-entry candidates and/or patients/clients.

Senior Occupational Therapist – An Occupational Therapist who in addition to the duties of a Staff Occupational Therapist is responsible for the development and/or coordination of program(s) or project.

Charge Occupational Therapist– An Occupational Therapist who is delegated the overall responsibility for a formally recognized unit of Occupational Therapy.

Clinical Specialist – An Occupational Therapist who has demonstrated skills and ability in education, research and patient care, and who has specific duties pertaining to scientific inquiry, consultation, and/or education.

Education, Systems and Research Coordinator – An Occupational Therapist with advanced qualifications who is responsible for one or more discipline related activities such as – systems analysis, development and/or implementation; coordination and/or facilitation of research; management of educational programs.

Orthoptic Technician (Senior) – A Technician who has completed the requirements of an approved Canadian Orthoptic training program and who is currently registered with the Canadian Orthoptic Society, and who has been:

- a) delegated the supervisory duties of staff assigned;
 - b) delegated the major ongoing responsibilities for a teaching program;
 - c) assigned the ongoing primary responsibilities of maintaining Employer designated programs.
-

Pharmacist – An employee who is currently licensed by the CPhM, and is entitled to engage in the practice in the province of Manitoba.

Staff Pharmacist – A Pharmacist who performs Pharmacist duties which may include but are not limited to drug distribution, therapeutic monitoring, pharmaceutical care and patient care/ education.

Pharmacist Intern – One who is seeking registration with CPhM as a Pharmacist subsequent to graduation from an approved university program in Pharmacy and is performing required pharmaceutically related duties under the direct supervision of a licensed Pharmacist.

Pharmacy Technician – An employee who is a graduate of an approved training program and performs functions as delegated by a Pharmacist in accordance with established legislation, policies and procedures.

Physiotherapist – An employee who is registered on the practicing roster of CPM.

Staff Physiotherapist - A Physiotherapist, who formulates, performs, records and consults on treatment procedures and participates in the clinical education/instruction of students, interns, residents, re-entry candidates and/or patients/clients.

Senior Physiotherapist – A Physiotherapist who in addition to the duties of a Staff Physiotherapist is responsible for the development and/or coordination of Employer designated program(s) or project(s).

Charge Physiotherapist - A Physiotherapist who is delegated the overall responsibility for a formally recognized unit of Physiotherapy.

Research Clinician – A Physiotherapist responsible for highly skilled or specialized work in the primary areas patient care, education or research and has specific duties pertaining to scientific inquiry, consultation, and/or education.

Recreation Therapist/Coordinator - An employee who is a graduate of a recognized degree program in Recreation Studies who plans, implements and coordinates therapeutic recreation programs and services.

Respiratory Therapist – An employee who is currently licensed by the MARRT and is eligible to practice in the Province of Manitoba.

Staff Respiratory Therapist – A Respiratory Therapist who formulates, performs, records, and consults on treatment procedures and who participates in the clinical education of

students, intern, residents, re-entry candidates and/or patients/clients.

Senior Respiratory Therapist – A Respiratory Therapist who in addition to the duties of a Staff Respiratory Therapist is responsible for the development and/or coordination of Employer designated program(s) or project(s), and/or A Respiratory Therapist in a site which employs not more than one (1) equivalent full-time Respiratory Therapist.

Charge Respiratory Therapist – A Respiratory Therapist who is delegated the overall responsibility for a formally recognized unit of Respiratory Therapy.

Social Worker – An employee who possesses Baccalaureate Degree in Social Work and who is registered with the MCSW and who provides direct social work assessment and intervention services including counselling and locating and arranging resources to patient/clients and their families and/or groups of patients/clients.

Addiction Clinician Team Leader - An employee who possesses a degree in Social Work and who is registered with the MCSW, who receives and screens all referrals to the program and services, and oversees client support services within the Centre.

Addiction Clinician – An employee who possesses a degree in Social Work and who is registered with the MCSW, who provides individual and group counselling for clients primarily in the areas of alcohol, drugs and/or gambling dependency, and who assesses the needs and monitors the progress of clients assigned.

Speech/Language Pathologist – An employee who is licensed by the MSHA and is eligible to practice in the Province of Manitoba.

Staff Speech/Language Pathologist – a Speech/ Language Pathologist who formulates, performs, records and consults on all aspects of speech/language pathology patient care.

NOTE: In applying the above occupational classification structure, the Employers affirm the following:

1. Where current qualifications differ from the above, current incumbents will not be required to seek or obtain registration, degrees or other components of the classification descriptions noted herein.
 2. Where qualifications are altered during the term of the Agreement, current incumbents will be deemed qualified.
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APPENDIX “B” – Abbreviations

APRT(T)	Advanced Practice Registered Technologist (Radiation Therapy) (certified with CAMRT)
ARDMS	American Registry for Diagnostic Medical Sonography
ARRT	Advanced Registered Respiratory Therapist (certified by and currently registered with MARRT)
ART	Advanced Registered Technologist (certified by & currently registered with CSMLS)
BSc	Bachelor of Science
BScPh	Bachelor of Science Pharmacy
BSW	Bachelor of Social Work
CACPT	The Canadian Association of Cardio-Pulmonary Technologists
CAET	Canadian Association of Electromyography Technologists
CAMRT	Canadian Association of Medical Radiation Technologists
CAOT	Canadian Association of Occupational Therapists
CAPT	Canadian Association of Pharmacy Technicians
CASLPM	College of Audiologists and Speech-Language Pathologists of Manitoba
CBRET	Canadian Board of Registration of Electroencephalograph Technologists, Inc.
CCMB	CancerCare Manitoba
CDM	College of Dietitians of Manitoba
CMLTM	College of Medical Laboratory Technologists of Manitoba
COTM	College of Occupational Therapists of Manitoba
CPA	Canadian Physiotherapy Association
CPhM	College of Pharmacists of Manitoba
CPM	College of Physiotherapists of Manitoba

CPsych	Certificate of registration as a psychologist through – The Psychological Association of Manitoba
CRCS	Canadian Registered Cardiac Sonographer (registered through Sonography Canada)
CRGS	Canadian Registered Generalist Sonographer (registered through Sonography Canada)
CRS	Canadian Registered Sonographer (registered through Sonography Canada)
CRVS	Canadian Registered Vascular Sonographer (registered through Sonography Canada)
CSCT	Canadian Society of Cardiology Technologists
CSMLS-SCSLM	Canadian Society of Medical Laboratory Science
CSOT	Canadian Society of Orthopaedic Technologists
CSRT	Canadian Society of Respiratory Therapists
DABCC	Diplomate of the American Board of Clinical Chemistry
D-ABFT	Diplomate of the American Board of Forensic Toxicology
DABMGG	Diplomate of the American Board of Medical Genetics
D(ABMM)	Diplomate of the American Board of Medical Microbiology
EEG	Electroencephalograph
EKG/ECG	Electrocardiograph
EMG	Electromyograph
FACMG	Fellow of the American College of Medical Genetics and Genomics
FCACB	Fellowship of the Canadian Academy of Clinical Biochemistry
FCAMRT	Fellow of the Canadian Association of Medical Radiation Therapists
FCCM	Fellow of the Canadian College of Microbiologists
FCCMG	Fellow of the Canadian College of Medical Geneticists
FCSMLS	Fellowship of the Canadian Society for Medical Laboratory Science

MACT	Manitoba Association of Cardiology Technologists
MAHE	Manitoba Association of Home Economics
MARRT	Manitoba Association of Registered Respiratory Therapists
MCISc	Master of Clinical Science
MCSW	Manitoba College of Social Workers
MLA	Medical Laboratory Assistant
MLT	Medical Laboratory Technologist
MOT	Master of Occupational Therapy
MPA	Manitoba Physiotherapist Association
MPhA	Manitoba Pharmaceutical Association
MPT	Master of Physical Therapy
MSc	Master of Science
MSHA	Manitoba Speech and Hearing Association
MSOT	Manitoba Society of Occupational Therapists
PharmD	Doctorate in Pharmacy
PhD	Doctorate
PsyD	Doctor of Psychology
RCT	Registered Cardiology Technologist (certified and currently registered with CSCT)
RD	Registered Dietitian
RDCS	Registered Diagnostic Cardiac Sonographer (certified through the ARDMS)
RDMS	Registered Diagnostic Medical Sonographer (certified through the ARDMS)
RET	Registered Electroencephalograph Technologist (certified by & currently registered with CBRET)
RN	Registered Nurse
RPN	Registered Psychiatric Nurse
RRC	Red River College
RRT	Registered Respiratory Therapist (certified by and currently registered with MARRT)
RSW	Registered Social Worker
RT	Registered Technologist (certified by & currently registered with CSMLS)

RTMR	Registered Technologist, Magnetic Resonance (certified by and currently registered with CAMRT)
RTNM	Registered Technologist, Nuclear Medicine (certified by and currently registered with CAMRT)
RTR	Registered Technologist, Radiological Technology (certified by and currently registered with CAMRT)
RTT	Registered Radiation Therapist (certified by and currently registered with CAMRT)
RVS	Registered Vascular Sonographer (certified through ARDMS)