

# **Master Collective Agreement**

between

***CUPE***

**Canadian Union of Public Employees**  
(the “Union”)

and

The Employers within the

**Northern Health Region Employers Organization**

and

**Shared Health Employers Organization**

and

**Southern Health Region Employers Organization**

and

**Winnipeg-Churchill Health Region  
Employers Organization**

(the “Employer”)

**Facility Support and Community Support  
Collective Agreements**

Term of Agreement:

**April 1, 2024 to March 31, 2028**

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## **PREAMBLE**

It is the desire of both Parties to this agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiation in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, **and further that the parties to this Agreement share a fundamental commitment to provide and improve quality care and welfare for patients/residents/clients/trainees.**

**We recognize that only through open communication and understanding, can we create a safe workplace where every voice is heard, every perspective is respected and where we collectively strive for growth, unity and a culture of unwavering respect.**

**Both parties want to ensure that future and current employment systems are non-discriminatory. To redress disparities in the present workforce distribution, thus pursuing a workforce composition which reflects workforce availability of equity group members in the Employers Organizations, including the active recruitment and hiring of equity group members.**

It is the desire of both Parties that these matters be drawn up in an agreement,

By signing this Agreement, all Parties agree to abide by all terms contained within this Agreement as follows:

## **ARTICLE 1: SCOPE OF RECOGNITION**

101 The Employers within the Employer Organization recognize the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit defined in the Bargaining Certificates, or as may be granted voluntary recognition by the Employer and identified in Schedule "A".

Northern Health Region Employers Organization:

- Bargaining Certificate HSBURA-0018 (Community Support)
- Bargaining Certificate HSBURA-0024 (Facility Support)

Shared Health Employers Organization:

- Bargaining Certificate HSBURA-0020 (Community Support)
- Bargaining Certificate HSBURA-0026 (Facility Support)

Southern Health Region Employers Organization:

- Bargaining Certificate HSBURA-0019 (Community Support)
- Bargaining Certificate HSBURA-0025 (Facility Support)

Winnipeg-Churchill Health Region Employers Organization:

- Bargaining Certificate HSBURA-0021 (Community Support)
- Bargaining Certificate HSBURA-0027 (Facility Support)

102 Work of the Bargaining Unit

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

(b) Role of Volunteers

The Employer and the Union agree that volunteers have a role within the sites to perform functions which enhance and complement efforts of staff toward patient care services and visitor/family support. Volunteers shall not be utilized in such a way as to cause any reduction of hours of any bargaining unit position, deletion of any bargaining unit position, or reduction in the current staff complement. If and when new programs and services are established or existing departments/units experience increases in workloads, volunteers will not be utilized to perform any duties or functions which are inconsistent with the principle noted above. If any disputes arise regarding the appropriateness of volunteer functions, the issue will be raised at the appropriate labour/management committee meetings, and the Parties agree to act fairly and reasonably in resolving any such concerns.

**ARTICLE 2: DURATION AND DATE OF RATIFICATION**

- 201 (a) This Agreement shall be in full force and effect from the first (1st) day of April **2024** until March 31, **2028**, and supersedes the Collective Agreement between the Parties which was in effect on April 1, **2017**.
- (b) The ratification date of the current Collective Agreement occurred on **August 23, 2024 (NHREO Community and Facility Support), August 29, 2024 (SHREO Facility Support), and October 18, 2024 (SHREO Community Support, WCHREO Community and Facility Support and SHEO Community and Facility Support).**
- (c) Should the Parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer(s) institutes a lockout whichever occurs first.

- (d) **Unless mutually agreed otherwise**, the Union agrees to give the Employer at least one (1) week's (7) days written notice as to the intended time and date of strike action.
- (e) **Unless mutually agreed otherwise**, the Employer agrees to give the Union at least one (1) week's (7) days written notice as to the intended time and date of lockout.

- 202 Should either Party desire to propose changes to this Agreement, they shall give notice in writing, including proposed amendments, to the other Party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other Party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 203 This Agreement may be amended during its term by mutual agreement.
- 204 It is agreed that neither the Union nor the Employer(s) shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the bargaining unit shall strike during the term of this Agreement.
- 205 Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

### **ARTICLE 3: MANAGEMENT RIGHTS**

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

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



302      Subcontracting

It shall not be considered as subcontracting should the Employer:

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

303      In accordance with Article 302, an employee will be given ninety (90) days' notice. Where the Employer is unable to provide alternate employment in another position with the Employer for which the employee possesses qualifications and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating site, the employee shall have the option of invoking the layoff provisions in accordance with Article 25 or accepting severance pay. Severance pay shall be on the basis of two (2) weeks' pay at the regular basic rate, for the position last occupied for each year of employment with the Employer.

304      If the Employer intends to subcontract work which results in the displacement of employees, the Employer will notify the Union at least ninety (90) days in advance of such changes and will make every reasonable effort to find suitable alternative employment with the Employer for those employees so displaced and will guarantee to offer alternative employment with the Employer to those employees who have thirty-six (36) months or more continuous service with the Employer.

Any employee with more than thirty-six (36) months service accepting a position in a lower paid classification will continue at the salary of their present classification. In any event, this red circling provision shall be limited to no more than thirty-six (36) months from the date of commencement in the lower paid position.

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

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

306      Emergency, Disaster and Fire Plans

- (a)      In any emergency or disaster that adversely affects the adequate delivery of patient care, declared by the Senior Administrative Officer or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this Agreement.

Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 20 shall apply to overtime hours worked.

- (b)      If the Union has reason to question the definition of the declared emergency, they may, not before thirty (30) days nor after sixty (60) days following the declaration, bring forth their concerns and management agrees to discuss the circumstances with a view to determine a precedent for the future.
- (c)      Where overtime is worked by reason of a disaster plan exercise or fire drill and such overtime will be reimbursed by a third party, overtime will be paid in accordance with Article 20 and not placed in the overtime bank.

The importance of disaster plan exercise and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged. The Employer agrees not to use this Article in a manner that is inconsistent with Section 13 (1) of *The Labour Relations Act* of Manitoba.

307      Whistle Blowing Protection

Employees who exercise their rights in accordance with *The Public Interest Disclosure Act* of Manitoba shall not be subject to discipline or reprisal.

**ARTICLE 4: UNION DUES - SECURITY**

401      Employees of the Employer who are members of the Union as of date of signing, shall remain members in good standing.

402      New employees shall, as a condition of employment, become members in good standing in the Union within thirty (30) days of employment.

403 The Union agrees that any disciplinary action taken by the Union against any of its members shall not affect in any way the status of that employee with the Employer.

404 The Employer agrees to deduct the amount of biweekly or monthly dues as determined by the Union, and provided to the Employer in writing, from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall normally be limited to one (1) per calendar year.

405 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made, the total regular wages for the pay period (if feasible and the report is available at no additional cost to the Employer), and the amount of such deductions.

The Employer will provide the Union on a monthly basis a separate list of the names of employees newly hired, terminated or on a leave of absence for a period of four (4) weeks or longer (if feasible and provided that the report is available at no additional cost to the Employer), for the previous month.

The Union commits to have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of this information in accordance with *The Freedom of Information and Protection of Privacy Act* (FIPPA).

406 The Union shall notify the Employer in writing of any changes in the amount of dues or of any general assessment at least one month in advance of the end of the pay period in which the deductions are to be made.

407 In consideration of the foregoing clauses, the Union 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 may incur as a result of such deductions.

408 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

409 When an employee makes it known to the Employer or the Union 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 5: UNION REPRESENTATION**

501 The Union agrees to exchange with the Employer a current list of officers and authorized representatives.

502 (a) The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.

(b) Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and/or to attend meetings.

503 When meeting with the Employer to conduct central negotiations, the maximum number of employees from all eight (8) bargaining units who will be entitled to leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be not more than **fifteen (15)** employees. There shall not be any more than four (4) employees from any one (1) bargaining unit and of that four (4), there shall not be more than two (2) employees from any one (1) Employer, with the exception of the Winnipeg Regional Health Authority where there shall not be more than four (4) employees from any one (1) Employer. The Union shall provide the Employer with four (4) weeks or more written notice of those chosen to participate in central negotiations.

504 (a) The Union recognizes that Union representatives are first and foremost employees of the Employer and as such have jobs to perform on behalf of the Employer and that the first consideration is the welfare of the patients/ residents/clients.

The Employer recognizes that Union representatives have duties and responsibilities towards and on behalf of the Union.

Local Union representatives shall be expected to conduct Union business before or after working hours, or during rest or meal breaks.

The Union representatives may be entitled to leave their work during working hours in order to carry out their functions under the Collective Agreement providing that they have first obtained approval from the Manager or designate for the time required

- (b) Union representatives shall be granted necessary time off with pay for the purposes of meeting with the Employer for Employer initiated meetings. The Union agrees meetings will not be delayed to accommodate a preferred representative of the employee.
- (c) Reasonable advance notice will be provided for time requested under (a) and (b). Permission to leave work during working hours will be subject to operational requirements. Permission shall not be unreasonably sought or withheld.

505 The President of the Local Union or designate shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.

506 All correspondence required to be exchanged between the Union and the Employer in accordance with the Collective Agreement shall be exchanged between the Senior Administrative Officer as designated by the Employer or designate and the President of the Local, or designate unless indicated otherwise.

507 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any employee, nor within the Employer's premises, unless prior written approval has been received from the Employer. Such requests will not be unreasonably denied.

## **ARTICLE 6: RESPECTFUL WORKPLACE AND NON-DISCRIMINATION**

601 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful and safe workplace. 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*, unless permitted under the *Code*.

602 Unless allowed under *The Manitoba Human Rights Code*, the Parties agree that there shall be no discrimination based on:

- ancestry, including colour and perceived race;
- ethnic background or origin;
- age;
- nationality or national origin;
- political belief, association or political activity;

- religion or creed, or religious belief, religious association or religious activity;
- sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- marital status or family status;
- source of income;
- sexual orientation;
- gender identity;
- physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- social disadvantage;
- membership or non-membership or activity in the Union.

Any changes or updates to *The Manitoba Human Rights Code* are understood to be automatically applied here.

603 The Employer and the Union will work together to ensure that the workplace must be free from behaviors such as workplace harassment, sexual harassment, disruptive workplace conflict, disrespectful behavior and violence. **The Employer will provide education, at no cost to employees, on their policies and procedures and will include expectations for employees under *The Workplace Health and Safety Act* and *The Human Rights Act*.** It is further agreed that both Parties will work together in recognizing and resolving such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union, except where disclosure is required by law.

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

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

605 Violence in the Workplace

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

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

The Employer will maintain a Respectful Workplace Policy which confirms zero tolerance of staff abuse. The Employer's Respectful Workplace Policy shall comply with the requirements of *The Workplace Safety and Health Act* and Regulations of Manitoba and shall include a commitment to conclude the investigation as quickly as is reasonably possible and that the investigation process itself will be conducted in an impartial manner.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual.

Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

#### **606      Safe Space**

**The Employer will endeavour to provide a “private space” for employees to be able to decompress. Such space will not be in any lunch/break/public space already provided.**

### **ARTICLE 7: DEFINITIONS**

- 701      “Bargaining Unit” shall mean the **CUPE** Facility Support **or** Community Support bargaining unit within the site/Employer/Employers Organization as specified in Schedule “B”.
- 702      “Base Location” shall mean the location as determined by the Employer, to be where the employee is based out of for the purpose of service delivery coordination and mileage calculation.
- 703      “Basic or Regular Salary or Pay” shall mean the rates of pay shown in Schedule “A”.
- 704      “Bi-weekly Period” shall mean the two (2) weeks constituting a pay period.
- 705      “Concurrent Employment” shall mean an employee who holds more than one position in the bargaining unit with the same Employer. For greater certainty, Concurrent Employment shall not apply to an employee who holds more than one position in the bargaining unit with different Employers.
- 706      “Continuous Service” and/or “Length of Employment” with the 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.

- 707 "Employee" is a person employed by an Employer and covered by this Agreement.
- 708 "Employer" shall mean the legal entity with whom the employee is employed as listed in Schedule "B".
- 709 "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 "B".
- 710 The "Employment Status" of an employee shall be:
- (a) A "Full-time" employee is one who regularly works the hours specified in Article 18.
  - (b) A "Part-time" employee is one who works regularly scheduled hours that are less than the full-time hours specified in Article 18, but not less than the daily hours per day in a Bi-weekly Period.
  - (c) A "Casual" employee is as defined in Article 33.
  - (d) A "Term" employee is as defined in Article 1408 (g) (i).
- 711 **"Equitable" distribution of additional hours/pick up shifts and overtime means that extra shifts (straight time or overtime) shall be offered equally amongst employees.**
- 712 A "layoff" shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.
- 713 A "probationary" employee is a newly hired full-time or part-time employee who has not completed three (3) or **six (6)** months service respectively, from the date of hiring. This period may be extended if the Employer so requests and the Union agrees.



714 Shifts will be named as follows:

- (a) "Night Shift" means a shift in which the major portion occurs between 0001 hours and 0800 hours. Night shift shall be considered as the "first" shift of each calendar day.
- (b) "Day Shift" means a shift in which the major portion occurs between 0800 hours and 1600 hours.
- (c) "Evening Shift" means a shift in which the major portion occurs between 1600 hours and 2400 hours.
- (d) **A "modified" Day shift shall mean one that commences at a different time than the majority of Day shifts worked by employees and a "modified" Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by employees.**

715 The term "site" shall mean the facility/program where the employee is employed within the Employers Organization as set out in Schedule "B".

716 **"Supernumerary Shift" means a shift that is over and above the baseline staffing at the time of scheduling.**

717 The term "Union" shall mean the Canadian Union of Public Employees.

718 "Weekend" shall mean the period between 2330 hours on the Friday to 2330 hours on the immediately following Sunday.

719 "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.

720 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.

## **ARTICLE 8: BULLETIN BOARDS**

801 Bulletin board space for the use of the Union will be provided by the Employer. Where a new building is constructed or occupied, a new bulletin board with clear locking doors will be provided and placed in a mutually satisfactory location.

- 802 The Employer reserves the right to request the removal of posted material if considered damaging to the Employer, and the Union agrees to comply with this request.
- 803 Bulletin boards shall be relocated if space is required for alterations or new construction.

## **ARTICLE 9: CHANGES IN CLASSIFICATION**

### 901 Job Descriptions

- Upon request, the Employer agrees to provide the Union with the existing job descriptions (including vacant classifications) for classifications within the bargaining unit within six (6) months of ratification of the Collective Agreement. These job descriptions can be provided electronically.
- 902 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications **or the Union can demonstrate that the position has undergone substantial change** of an existing classification and providing that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. All employees directly affected by such change shall be notified by the Employer and a copy of the revised job description will be made available at the request of the employee.
- 903 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this Agreement.
- 904 If the Union files written objection, then the Parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 905 Failing agreement, the matter may be referred to arbitration in accordance with Article 11.
- 906 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect or as otherwise mutually agreed to by the Employer and the Union.
- 907 At any time after an employee has been in a classification for three (3) months, the employee shall have the right to request a review of their classification, if they feel that the duties of the job have substantially changed

from those of the classification job description. On behalf of the employee, the Union shall submit the request in writing to both the Manager and Human Resources and shall state what substantial change in duties forms the basis of the review request.

- 908      The Employer will examine the information provided and give a decision as to the validity of the request.
- 909      If the decision is not satisfactory to the **Union**, they may then treat this request for change in classification as a grievance as laid out in Article 10 and shall be considered a Step 2 grievance.
- 910      The job description shall be the recognized job description until the Union is notified in accordance with Article 902 or 911.
- 911      If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.
- 912      It is understood and agreed by the Parties of this Agreement, that no incumbent covered by the Agreement, shall have their remuneration reduced by any job review procedures. When a job review results in a position being assigned to a lower salary scale, the current incumbent(s) will be maintained on the existing salary scale on a present incumbent only (P.I.O.) basis for as long as they remain in their specific original position.

#### **ARTICLE 10: GRIEVANCE PROCEDURE**

- 1001      A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 1002      An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- 1003      Local Union representatives, upon request to their immediate supervisor/manager and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of three (3) employees so engaged. Such permission shall not be unreasonably withheld.

1004     Step 1/Discussion Stage

Within twenty-one (21) calendar days after the employee becomes aware of the issue or concern, the grievor shall attempt to resolve the dispute with their immediate supervisor, who is outside the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work such grievance must be lodged within fourteen (14) calendar days of return.

1005     Step 2

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

1006     Step 3

Failing settlement of the grievance at Step 2, the Union may within fourteen (14) calendar days, submit the grievance in writing to the Senior Administrative Officer as determined by the Employer or designate who shall, within fourteen (14) calendar days after receipt of the grievance, render a decision.

1007     When the Union Representative is claiming an employee has been discharged or suspended without just cause, they may submit the grievance directly to the Senior Administrative Officer as determined by the Employer or designate.

1008     If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union may submit the grievance directly to the Senior Administrative Officer as determined by the Employer (Step 3) or designate as a group or policy grievance.

1009     An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.

1010     The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

1011     Where reasonably possible, grievance meetings held with the grievor will be scheduled during, or **immediately before or after** the grievor's regular working hours/**shift**. Where grievance meetings are held during the grievor's

regular working hours/**shift**, the grievor shall not suffer any loss of pay as a result.

## **ARTICLE 11: ARBITRATION PROCEDURE**

- 1101 Within twenty (20) calendar days after receiving the reply of the Senior Administrative Officer as determined by the Employer or designate and failing a satisfactory settlement, either Party may refer the dispute to arbitration by giving notice to the other Party in writing. The timelines may be extended by mutual written consent of the Employer and/or the Union.
- 1102 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 1101. The referral for arbitration shall contain the names of three (3) proposed sole arbitrators. The other Party shall, within seven (7) 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.
- 1103 The sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 1104 The arbitrator shall determine their own procedures, but shall provide full opportunity to all Parties to present evidence and make representations.
- 1105 The decision of the sole arbitrator shall be final and binding and enforceable on all Parties, and may not be changed.
- 1106 Clarification on Decision
- Within five (5) calendar days following receipt of the award, should the Parties disagree as to the meaning of the decision of the sole arbitrator either Party may apply to the sole arbitrator, to reconvene. Within five (5) calendar days the sole arbitrator shall reconvene to clarify the decision.
- 1107 Expenses of the Arbitrator
- The Union and the Employer shall each pay one-half ( $\frac{1}{2}$ ) the fees and expenses of the sole arbitrator.
- 1108 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 1109 Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an arbitration hearing related to this Collective

Agreement shall be given necessary time off work. The Party which called the employee (either the Employer or the Union as the case may be) shall be responsible for compensating them for any salary and benefits which would otherwise be lost.

1110 Arbitration Hearings

Grievors whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of pay as a result.

1111 Arbitrations shall be heard within the region the grievor is employed unless otherwise agreed by both Parties.

**ARTICLE 12: SENIORITY**

1201 Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer. At no time shall a part-time employee accrue seniority or benefits greater than full-time equivalent for their classification in any one year. Any paid leave such as vacation, income protection, jury duty, bereavement, education, union, etc., shall be considered as regular paid hours worked.

1202 Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the requirements of the job, having the necessary qualifications and a good employment record.

1203 The actual accumulation of benefits such as vacation pay and income protection shall be based strictly on an employee's regular paid hours worked and shall include any period of:

- (a) paid leave of absence;
- (b) paid income protection;
- (c) unpaid leave of absences up to four (4) weeks. (In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave);
- (d) Workers' Compensation up to two (2) years from the date of the first absence from work related to the injury or illness.

1204 Seniority will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;
- (d) is laid off for more than thirty-six (36) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

1205 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of full Workers' Compensation benefits;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) is on an approved **maternity**/parenting leave as defined in Article 1704.

1206 Seniority will be retained but will not accrue if an employee:

- (a) is on **an** unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;

- (c) is laid off for less than thirty-six (36) months;
  - (d) **holds a term position outside of the bargaining unit or is on the trial period of a position outside of the bargaining unit.**
- 1207 (a) The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union, **in March and October. The Union can, upon written request, ask for two (2) additional seniority lists** per year.
- (b) Annually, upon written request, a comprehensive list including the name, address, job classification, department, hourly rate, seniority hours and telephone number of each employee shall be sent to the Union. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.
- 1208 A term employee shall have seniority rights in accordance with Article 1408 (g) (v) of this Agreement.
- 1209 An employee, upon returning to work following an unpaid **medical** leave of absence due to Disability and Rehabilitation, **MPI/SGI or any third-party insurer**, will have their seniority credited with the appropriate number of hours the employee would have worked during the leave, based on their established EFT at the commencement of the leave. Such credit will not result in accrual of vacation, income protection or retirement bonus.

### **ARTICLE 13: INCOME PROTECTION**

*Also refer to:*

*Article 16 - General Holidays*

*Article 31 - Special Provisions re. Part-time Employees*

- 1301 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers Compensation Board (WCB) or by the Manitoba Public Insurance (MPI) or Saskatchewan Government Insurance (SGI) shall receive their regular basic pay 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 MPI or SGI.
- (a) Upon providing sufficient notice, the necessary time off with pay to attend appointments for medical, dental or chiropractic examinations or treatments, including reasonable travel time, shall be granted to an



employee and such time off shall be chargeable against the employee's accumulated income protection credits, to the extent that they have accumulated income protection credits, providing the following conditions are met:

- (i) Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty. If the above is not possible, the employee will endeavor to make the appointment at a time which is least disruptive to the unit/department/base location;
  - (ii) The employee endeavors to make reasonable efforts to attend with a practitioner within their community;
  - (iii) When non-local resources are utilized, necessary time up to a maximum of one (1) day may be claimed from income protection. Employees residing north of the 53<sup>rd</sup> parallel may be allowed up to two (2) additional consecutive days off with pay to the extent that income protection credits have been accumulated where travel is required.
- (b) As soon as an employee is aware of a date upon which surgery will occur, they shall notify their manager, in writing, of this date and any change thereto so that staff coverage for their intended absence may be arranged.
- (c) Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (d) An employee may utilize income protection for any period of time where, the employee's presence constituted a health hazard for patients/clients/residents and/or other employees and the employee was instructed by the Employer to leave their place of duty.
- (e) It is understood that the elimination period for the HEB Manitoba Disability and Rehabilitation Plan is one hundred and nineteen (119) days. The Parties agree that income protection will be used to offset the elimination period. An employee may claim income protection for a period of time not to exceed the elimination period.

- 1302 (a) An employee who is unable to report for work due to illness shall inform their Manager or designate prior to the commencement of their next scheduled shift(s) in accordance with the procedure as determined by the unit/department/base location. An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

Prior to day shift	1½ hours' notice
Prior to evening shift	3 hours' notice
Prior to night shift	3 hours' notice

Reasonable notice for pre-scheduled medical, dental or chiropractic exam or treatment or elective surgery will be seven (7) days except in cases of emergency **or urgent requirement for care**. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.

An employee returning to work following an absence of one (1) week or more shall provide a minimum of forty-eight (48) hours' notice prior to returning to work.

If the employee reports for work after a period of illness and has not given proper notification, they may be sent home with no pay.

- 1303 (a) Income protection shall accumulate at the rate of one and one-quarter (1.25) days per month with no maximum.
- (b) Subject to the provisions of 1303 (a) of each one and one-quarter (1.25) days of income protection accumulated, one day shall be reserved exclusively for the employee's personal use as outlined in Article 1301. The remaining one-quarter (.25) of a day shall be reserved for either the employee's personal use or for use in the event of family illness as outlined in Article 1314 or to offset the waiting period for Employment Insurance (EI) benefits for maternity/parental leave as outlined in 1705 (a) (iv) or compassionate care leave as outlined in 1713 (h). 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 (.75) of a day and amend one quarter (.25) of a day to read one-half (.5) of a day.

**Effective April 1, 2027**

- (a) Income protection shall accumulate at the rate of one and one-half **(1.5)** days per month with no maximum.
- (b) Subject to the provisions of 1303 (a) of each one and **one-half (1.5)** days of income protection accumulated, one **point two (1.2)** days shall be reserved exclusively for the employee's personal use as outlined in Article 1301. The remaining **point three (.3)** of a day shall be reserved for either the employee's personal use or for use in the event of family illness as outlined in Article 1314 or to offset the waiting period for Employment Insurance (EI) benefits for maternity/parental leave as outlined in 1705 (a) (iv) or compassionate care leave as outlined in 1713 (h). 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 point two (1.2)** days to read point **nine (.90)** of a day and amend **point three (.3)** of a day to read **point six (.60)** of a day.

- 1304 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.
- 1305 Except as provided in 1209, income protection credits will accumulate on the same basis as seniority is accrued under Article 12.
- 1306 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- 1307 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.

*Applicable to HSC and Shared Health above the 53<sup>rd</sup> parallel and NRHA*

The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. The Employer will not require a certificate for absences of less than three (3)

consecutive days except in cases where the pattern of absence would cause the Employer to suspect abuse. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.

- 1308 (a) If an employee is to be absent for illness for a period exceeding their income protection, including EI credits, they must request, or cause someone on their behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of their last paid day of income protection. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.
- (b) An employee who is on WCB or who is accepted for benefits under an Employer Disability and Rehabilitation Plan, to commence immediately following the elimination period, will be entitled to unpaid leave of absence of up to two (2) years.
- 1309 Upon request, the Manager or designate shall endeavor to provide the employee the amount of their accrued income protection within two (2) business days of the request.

1310 Income Protection and Workers' Compensation

- (a) 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 the employee's immediate supervisor.
- (b) 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).
- (c) By application from the employee, the Employer will supplement the award made by the Workers Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. 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) days from the first day of supplement, whichever is less.
- (d) Regular net salary will be based on the employee's basic salary less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions, and any benefit plan contributions which are waived under the terms of the plan.

- (e) If at any time it is decided by the Workers Compensation Board that a supplement paid by an Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by the Workers Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.
  - (f) Subject to the provision of each plan, the employee may request the Employer reimburse the employee from the supplement **in (c) above**, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, extended health care plan, Disability and Rehabilitation, and life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.
  - (g) Further to this, the Employer shall notify Workers Compensation of salary adjustments at the time they occur.
- 1311
- (a) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Employer requesting an advance subject to the following conditions:
  - (b) Advance payment(s) shall not exceed the employee's basic salary, less the employee's usual income tax deductions, Canada Pension Plan contributions and Employment Insurance contributions.
  - (c) The advance(s) will cover the period of time from the date of injury or illness until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed the lesser of:
    - (i) seventy percent (70%) of the value of the employee's accumulated income protection credits; or
    - (ii) the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period.
  - (d) Notwithstanding 1310 (b), the employee shall reimburse the Employer by assigning sufficient WCB payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to

the Employer immediately upon receipt of payment made by WCB directly to the employee.

- (e) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (f) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

#### 1312 Work Assessment

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

#### 1313 MPI/SGI Advance

- (a) 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 they must submit a claim for benefits to the Manitoba Public Insurance (MPI)/Saskatchewan Government Insurance (SGI). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI/SGI.
- (b) Subject to (a), where an employee has applied for MPI/SGI benefits and where a loss of normal salary would result while awaiting the MPI/SGI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
  - (i) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 703, less the employee's usual income tax deductions, Canada Pension Plan contributions, and Employment Insurance contributions.
  - (ii) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI/SGI decision is rendered. In no case shall the total amount of the advance exceed the lesser of:

- seventy percent (70%) (40% for employees covered by SGI Tort coverage) of the value of the employee's accumulated income protection credits; or
  - the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period.
- (c) The employee shall reimburse the Employer by assigning sufficient MPI/SGI 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/SGI directly to the employee.
- (d) In the event that MPI/SGI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

#### 1314 Family Illness

Subject to the provisions of 1303 (b), an employee may utilize income protection for the purpose of providing care in the event of an illness of a spouse, common-law spouse including same sex partner and fiancé, child, step-child, parent, step-parent, parent-in-law or person who has the employee as the primary caregiver.

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

#### 1315 Wellness Days

**A Wellness Day is designated time off that an employee can use to support their physical and mental wellness.**

**Up to two (2) days in each fiscal year may be deducted from an employee's accumulated income protection credits to be used for Wellness Days.**

**The use of Wellness Days cannot reduce the number of income protection credits to less than twelve (12) days.**

**The utilization of a wellness day is subject to the following:**

- (a) the leave shall be for physical or mental wellness;**
- (b) the two (2) days of leave can be used consecutively, but shall not be used contiguous with a vacation leave; and**
- (c) these two (2) days are not carried forward from fiscal year to fiscal year.**

**The employee shall request a Wellness Day at minimum twenty-four (24) hours in advance and no more than seventy-two (72) hours in advance.**

**Subject to operational requirements the request for Wellness Days shall not be unreasonably denied.**

**Wellness Days are intended to support physical and mental wellness, and these days will not be used by the Employer with respect to any attendance management program that may relate to the employee.**

#### **ARTICLE 14: VACANCIES, PROMOTIONS, AND TRANSFERS**

*Also refer to:*

*Article 31 - Special Provisions re. Part-time Employees*

*Article 33 - Special Provisions re. Casual Employees*

- 1401
- (a) All vacant positions as deemed required by the Employer, which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, current or anticipated shift, hours of work and wage rate.**
  - (b) Applications for vacant positions shall be awarded in the following order:**
    - Tier 1: Most senior qualified applicant from the site (within the same bargaining unit), within the same Employer (including site employees on layoff) in which the position is posted.**
    - Tier 2: Most senior qualified applicant from the site (within the other support bargaining unit), within the same Employer (including site employees on layoff) in which the position is posted.**



- Tier 3: Most senior qualified applicant from other sites within the same Employer and same Bargaining Unit (including site employees on layoff).
- Tier 4: Most senior qualified casual applicant from the site, within the same Employer in which the position is posted.
- Tier 5: Most senior qualified casual applicant from other sites within the same Employer.
- Tier 6: **Most senior qualified applicant from the same bargaining unit from other Employers within the Employer Organizations.**
- Tier 7: **Most senior qualified applicant from the other bargaining unit from other Employers within the Employer Organizations.**
- Tier 8: Most senior qualified employees on the Central Redeployment List as per the Provincial Redeployment\* protocol.

\*Provincial Redeployment Manual by the joint labour/management Provincial Healthcare Labour Adjustment Committee.

- 1402 The Employer agrees to post the name and seniority of the successful applicant for each vacancy within seven (7) working days of the appointment. The name of the successful applicant and their seniority for any position which falls within the scope of this Agreement will be sent to the Union in accordance with Article 506.

At Step 2 of the grievance process and upon request, the Employer agrees to provide a list of all applicants to a posting including the names, site and seniority of each applicant.

- 1403 (a) *Applicable to Winnipeg-Churchill and Shared Health Employers Organizations only*

All promotions and voluntary transfers within the site are subject to a three (3) month trial period.

*Applicable to Southern Health and Northern Health Employers Organizations only*

All promotions and voluntary transfers within the Employer are subject to a three (3) month trial period. Conditional upon satisfactory performance, the employee shall be declared permanent after the trial period.

- (b) During the trial period, an employee shall be returned to their former position by the Employer without loss of seniority:
  - (i) when the employee proves to be unsatisfactory in the new position; or
  - (ii) voluntarily by the employee upon providing a reasonable explanation to the Employer.

Notwithstanding Article 1401 (a), should an employee elect to return to their former position in accordance with (i) or (ii) above within twenty-eight (28) days after commencing the position, the next most senior qualified applicant will be awarded the position as per Article 1202 and 1401 (b).

- (c) If the employee returns to their former position in accordance with (b) (i) or (ii) above, the employee will be placed in their former position and former employment status. If an employee had replaced them, they will revert back to their previous position/employment status and so on.
- (d) **If the employee returns to their former position in accordance with (b) (i) or (ii) above, but the position no longer exists, the following shall occur:**
  - (i) **the employee shall be placed in a position as close as reasonably possible to the classification and EFT they were returning to.**
  - (ii) **In the event that no such position exists, the employee will be placed in a position where they are qualified to work and is as close as possible to the salary scale of their former position.**
  - (iii) **In the event no position is available as per (i) and (ii) above, the employee shall be placed on lay off.**

1404 When an employee is promoted, their new and future salary will be determined as follows:

- (a) The new salary will be at the **equivalent step in the** employee's new classification (**e.g. step on step**).

- (b) Subject to 2303, the subsequent increments, if any, shall be due on the anniversary date of the employee's date of employment.
- 1405 If an employee voluntarily transfers to a lower or equally paid classification, the employee shall be paid at the increment step in the new classification **that is closest to the employee's current salary.**
- 1406 An employee, who through advancing years or disablement is unable to perform their regular duties, shall be given preference for transfer to any suitable job which is open and which requires the performance of lighter work for which they are capable. The employee would be paid at the same increment step in the new job as they were in their previous job.
- 1407 (a) Employees shall not be eligible to apply for transfer during their probationary period, except where the posted position is permanent and represents a promotion, or an increase in EFT. A probationary employee who transfers will be required to complete a full probationary period in the new position. This period may be extended if the Employer so requests and the Union agrees.
- (b) Employees shall not be eligible to apply for transfer during their trial period in a permanent position, except where the position applied for represents a promotion, increase in EFT or the opportunity to exclusively work on the day shift.
- 1408 (a) Term Positions
- A "term position" shall be for a specific time period or until completion of a particular project within a specific department.
- (i) The Employer will determine whether positions of less than (3) three months will be posted.
- (ii) Term positions of duration of three (3) months or more shall be posted.
- (iii) Term positions shall be of a maximum duration of one (1) year unless this period is extended with the agreement of the Union.
- (iv) **Terms may be ended earlier than the projected end date provided two (2) weeks notice is given to the employee and the Union.**
- (b) When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 1401 (a) and filled in accordance with Article 1202 and 1401 (b).

- (i) All employees may apply for the term position.
  - (ii) Additional postings shall not be required for the position of the employee who may be awarded the term position.
  - (iii) Any additional hours occurring as a result of the filling of a term position, shall be offered to part-time employees in accordance with Article 3107.
  - (iv) An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.
  - (v) A permanent employee awarded a term position shall be subject to the trial period as specified in Article 1403.
- (c) Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reason as indicated by the Employer and discussed with the Union, the term position shall be posted as "indefinite term". In these cases, the Employer shall state on the job posting and all subsequent postings that said term position is an "Indefinite Term" which may expire with **one (1) week's** notice.
- (i) Employees returning from this leave will provide the Employer with as much notice as possible of the date of return.
  - (ii) The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer. In no circumstance will the notice be less than forty-eight (48) hours.
  - (iii) Indefinite Terms will be for a maximum of one (1) year unless otherwise mutually agreed between the Union and Employer.
- (d) Where the Employer determines that staff are to be replaced without posting during periods of less than three (3) months, Articles 3107 and 2304 shall apply, wherever possible.
- (e) Upon completion of the term position, the employee shall return to their former position.
- (i) In the event that the employee's former position is no longer current, an employee shall be entitled to exercise their seniority to displace an employee in any classification with the same or lower salary range within the site, provided the employee

possess the qualifications and ability sufficient to perform the required work, or to accept layoff.

- (ii) An employee thus displaced shall have the same rights.
- (f) In case an employee on Maternity/Parental Leave wishes to exercise their right to return from such leave earlier than anticipated, having given appropriate notice as per 1707 (f), the Employer shall state on the job posting that the said term position is a "MAT LOA term" which may expire sooner than the date indicated, subject to written notice of a minimum two (2) weeks, or one (1) pay period, whichever is longer. Any term positions directly resulting from the filling of a MAT LOA will be posted in the same manner.
- (g) Term Employees
  - (i) A "term employee" is one who is newly hired by the Employer for a specific time period or until completion of a particular project for a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.
  - (ii) In the event that a permanent full-time or part-time employee is awarded a term position, that employee shall maintain their permanent status while in the term position.  
  
Full-time and part-time employees shall return to their previous positions upon completion of the term position. Casual employees shall return to their previous status upon completion of the term position.
  - (iii) No term employee shall be laid off or re-employed for the purpose of extending the period of temporary employment.
  - (iv) Should a term employee become permanent without a break in service, their service will be connected for seniority purposes.
  - (v) A term employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the physical ability and necessary qualifications and training to meet the requirements of the job and a good employment record in accordance with Article 1202. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the term employee's hiring.

- (vi) Term employees shall not be eligible to apply for transfer during their probationary period, except where the posted position represents a permanent position.
- (vii) If a term employee is promoted or transferred to a permanent position in a new classification, the employee will be required to complete the full probationary period in the permanent position.

A probationary period may be extended if the Employer so requests and the Union agrees.

- (viii) A term employee shall have no seniority rights in matters of demotion, layoff and recall.

#### 1409 **Voluntary Transfers**

A successful applicant from another **CUPE Bargaining Unit within a site**, Employer or Employers Organization shall be entitled to transfer benefits from one (1) former Employer, within six (6) weeks of termination of employment with said Employer, as follows:

- (a) continuous service/length of employment as defined in Article 706;
- (b) accumulated income protection benefits;
- (c) vacation entitlement and 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;
- (d) length of employment applicable to pre-retirement leave;
- (e) subject to the provisions of each plan, where the **Rule of 80** provisions exist, length of employment applicable for qualification for the **Rule of 80** pension provisions;
- (f) increment hours for the purpose of determining when the employee is entitled to their next increment;
- (g) the employee is subject to the terms and conditions of the benefit plan(s) for the new Employer, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions;
- (h) seniority credits (in accordance with the new Employer's Collective Agreement);

- (i) any banked General Holidays and/or overtime will be paid out by the previous Employer at the time of transfer.

## **ARTICLE 15: ANNUAL VACATION**

- 1501 The vacation year for each Employer shall **be as identified in** Appendix 2. Notwithstanding these dates, vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.
- 1502 An employee who has completed less than one (1) year's continuous service/length employment as of cut off date indicated in 1501 will be granted vacation on a percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment.
- 1503 Annual vacation shall be earned at the rate of:
- three (3) weeks per year commencing in the first year of employment;
  - four (4) weeks per year commencing in the fourth year of employment;
  - five (5) weeks per year commencing in the **tenth\*** year of employment;
  - six (6) weeks per year commencing in the **twentieth\*** year of employment.

### ***Applicable to Churchill Health Centre and Northern Health Region Direct Operations Only***

- **four (4) weeks per year commencing in the first year of employment\*;**
- **five (5) weeks per year commencing in the fourth year of employment\*;**
- **six (6) weeks per year commencing in the tenth year of employment\*;**
- **seven (7) weeks per year commencing in the twentieth year of employment\*.**

Casual employees will be paid six percent (6%) vacation pay.

**\*To start accruing in the 2024/2025 vacation year, for utilization in the 2025/2026 vacation year.**

- 1504 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:
- three (3) weeks per year - 6% of basic pay;
  - four (4) weeks per year - 8% of basic pay;
  - five (5) weeks per year - 10% of basic pay;
  - six (6) weeks per year - 12% of basic pay;

- **seven (7) weeks per year - 14% of basic pay (where applicable).**

1505 Vacation entitlement shall be the amount of vacation hours accrued in accordance with the rate earned in 1503. Notwithstanding this article, full-time and part-time employees on an unpaid leave of absence greater than four (4) weeks shall be entitled to select unpaid vacation up to the amount they would have otherwise earned under Article 1503 in accordance with their EFT. Selection of the unpaid vacation shall occur as per the process defined under Article 1507.

1506 The total number of employees that can be on vacation in any one department classification/unit will be determined by the Employer and included in the vacation entitlement posting as per Article 1507. **There shall be no “black out” periods for vacation selection.**

All requests for vacation leave will be subject to approval of the employee's Manager or designate based on operational requirements and accrued vacation entitlements.

1507 The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut off dates as per Article 1501. Priority in the selection of dates shall be given to the employees having the most seniority within each unit/department/base location.

Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.

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

1508 The Employer will post an approved vacation schedule for the entire year a minimum of one (1) week prior to the commencement of the vacation year as set out in 1501. Such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.

1509 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.

In extenuating circumstances only, and at the discretion of the Employer, employees may request to have vacation paid out during the vacation year in lieu of taking time off.

1510 Unless otherwise specified, all accrued vacation not taken during the vacation year shall be paid out at the end of the vacation year.



- 1511 Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by **October 15<sup>th</sup>** of each year.
- (a) The Employer shall post a notice, no later than **October 1st** of each year, in a prominent area(s) in each facility/base location indicating the need for employees to request the scheduling of their remaining vacation.
  - (b) The Employer will give due consideration to employee preference and individual circumstances. Where a conflict exists between employee preferences, the employee with the most seniority shall be assigned the vacation period in dispute.
  - (c) The requests made during the initial selection period in 1507 shall take precedence and shall not be altered by these requests.
  - (d) Any vacation entitlement not requested by **October 15<sup>th</sup>** may, at the discretion of the Employer, be scheduled by the Employer.
- 1512 An employee who transfers to another unit/department/site after their vacation request has been approved, shall in consultation with the employee have their vacation scheduled by the Manager or designate of the new unit/department/site within the time periods remaining during that vacation year.
- 1513 In the event that an employee is hospitalized during their vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.
- Where an employee is subpoenaed for jury duty or is in receipt of WCB benefits during their period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.
- 1514 **Paid time off that a full-time employee receives for vacation shall be for the full scheduled shift unless otherwise mutually agreed.**

***Applicable to ten (10) and twelve (12) hour shift patterns only***

The paid time off that an employee receives under the ten (10) or twelve (12) hour shift pattern is to correspond exactly in hours to the paid time off a seven and three-quarter (7.75) hour shift pattern.

- 1515** An employee requested to report to work on a scheduled day of vacation shall receive double time for all hours worked and the vacation day will be rescheduled at a time mutually agreed between the employee and the Employer. Where this is not possible, the provisions under Article 1511 shall apply.

A part-time employee requested by the Employer to work, and who works additional hours on a scheduled vacation day, shall receive double time for all hours worked.

**1516** Long Service Recognition - Vacation

In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (5 days) in their twentieth (20<sup>th</sup>) year of continuous service, and on each subsequent fifth (5<sup>th</sup>) (i.e. 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative.

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

- 1517** *Applicable to employees who work above the 53<sup>rd</sup> parallel (NRHA and Shared Health)*

Two (2) additional paid days travel time shall be granted an employee each year, pro-rated on regular hours worked for part-time employees. Such travel time shall be scheduled as per the timelines of Article 1508.

- 1518** **Notwithstanding 1505, full-time and part-time employees on an unpaid leave of absence greater than four (4) weeks shall be entitled to select unpaid vacation up to the amount they would have otherwise earned under Article 1503 in accordance with their EFT. Selection of the unpaid vacation shall occur as per the process defined under Article 1507.**

**ARTICLE 16: GENERAL HOLIDAYS**

- 1601** The following are recognized as General Holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

New Year's Day (January 1 <sup>st</sup> )	Labour Day
Louis Riel Day (la journée Louis Riel)	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25 <sup>th</sup> )

Canada Day (July 1<sup>st</sup>)                      Boxing Day  
 Terry Fox Day (la journée Terry Fox)

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

1602      An employee required to work on a general holiday will be paid at the rate of time and one-half (1½) their basic rate of pay.

1603      Subject to 1605 and 1606 below, an employee required to work on a general holiday will also be granted an alternate day off with basic pay. Such time shall be placed in the STAT bank.

*Applicable for ten (10) and twelve (12) hour shift scheduling patterns only*

A full-time employee shall receive an alternate seven and three quarters (7.75) hours in lieu of a General Holiday. Employees will be entitled to utilize other banked hours to cover the remainder of the ten (10) or twelve (12) hour shift.

1604      Subject to 1603 and 1605, if a general holiday falls on the regular day off of an employee or during their annual vacation, the employee shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

1605      A day off given in lieu of general holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.

1606      If a general holiday falls on a day on which an employee is receiving income protection benefits, the employee shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, they shall be paid from income protection credits for that day at the employee's basic rate of pay.

*Applicable for Ten (10) and Twelve (12) Hours only*

If a general holiday falls on a day on which an employee is receiving income protection benefits, the employee shall be paid for the holiday and such pay shall not be deducted from income protection credits for the first seven and three-quarter (7.75) hours. However, when the 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 the employee's basic rate of pay.

- 1607 Subject to 1603, full-time employees shall be allowed to bank up to five (5) alternative days off in lieu of General Holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule by March 31<sup>st</sup> of any year, the employee shall receive their regular rate of pay for all days banked. Requests for time off will be reviewed and responded to in a timely manner.
- 1608 The Employer will endeavour to provide all employees with at least two (2) other General Holidays besides Christmas or New Year's on the day on which they occur. As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.
- 1609 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.
- 1610 *Applicable for Home Care Direct Service Staff only*
- Where a general holiday falls on an employee's normally scheduled day of work and the employee's hours are reduced due to service reductions, the Employer shall notify the employee at least two (2) weeks in advance of the general holiday and all hours scheduled on the general holiday shall be scheduled consecutively with a minimum three (3) hour block.
- 1611 *Not applicable to Home Care Direct Service Staff*
- When a general holiday falls on the employee's regularly scheduled workday, the employee will work the shift in question except in circumstances where the department/unit/program reduces staffing on the general holiday in which case:
- (a) Employees who are regularly scheduled to work on the day that a general holiday occurs will work the shift in question if the employee makes a request in writing at least four (4) weeks in advance to work.
  - (b) In the event there are insufficient shifts for the number of employees who have indicated their availability to work on any general holiday, the available shifts will be assigned in order of seniority first to those employees who are regularly scheduled to work the shift in question.

- (c) In the event there are insufficient numbers of employees who indicate their availability to work on any general holiday, the Employer reserves the right to schedule qualified employees in reverse order of seniority to meet operational requirements.

**1612 Employees may request to take general holiday time off from their general holiday bank at least four (4) weeks prior. Approval will be done in a timely manner and will not be unreasonably denied.**

#### **ARTICLE 17: LEAVE OF ABSENCE**

- 1701 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.
- 1702
- (a) An employee who is granted a leave of absence for **one (1) year** or less, will be returned to their former position upon their return at their former increment step.
  - (b) **Where the former position noted in (a) above no longer exists, the employee will be returned to their former classification with the same Employer at their former increment step.**
  - (c) An employee who is granted a leave of absence for a period of over **one (1) year**, and unless the Employer makes a specific commitment as to the conditions under which an employee who is granted such leave of absence will be employed on their return, is assured only of preferential consideration as to placement in a vacancy with the Employer most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence, or the maximum for the classification of the position returned to, whichever is less. If the position returned to is a higher classification than the one the employee left, the employee would be put at the first step of the salary range for that classification.
  - (d) An employee who is granted a leave of absence in accordance with 1308 (b), will be returned to their former classification with the same Employer at their former increment step provided that the employee returns to work within the two (2) year period.

1703 An employee not reinstated in their former classification on return from leave of absence under 1702 (c) will receive preferential consideration for the first suitable available vacancy within the site and with the same Employer which is at the level of their former position.

1704 **Maternity and Parenting Leave**

**Maternity Leave can only be taken by the biological mother who is unable to work because they are pregnant or have recently given birth. Parental Leave includes Paternity, Adoption Leave and parent of an infant born via surrogate.**

1705 **Maternity Leave**

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

**(a) Maternity Leave - Plan A**

A pregnant employee shall receive Maternity Leave of seventeen (17) weeks without pay, subject to the following conditions:

- (i) An employee must have completed six (6) continuous months employment with the Employer as of the intended date of leave unless otherwise agreed to by the Employer.
- (ii) An employee must submit a written request not later than the end of the twenty-second (22<sup>nd</sup>) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (iii) An employee must provide the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of their delivery;
- (iv) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance.

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect their paid hours of work within the previous fifty-two (52) weeks. Such

days that may be utilized for this purpose will be as set out in Article 1303 (b).

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

(b) Maternity Leave - Plan B

- (i) In order to qualify for Plan B, a pregnant employee must:
  - (A) have completed six (6) continuous months of employment with the Employer as of the intended date of leave;
  - (B) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by the employee in the application as the day on which the employee intends to commence such leave;
  - (C) provide the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of their delivery;
  - (D) provide the Employer with proof that they have applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to *The Employment Insurance Act*.
- (ii) An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
  - (A) they 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 their return from Maternity Leave or at any time during the six (6) months following their return from

Maternity Leave, the employee must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and

- (B) they will return to work on the date of the expiry of their Maternity Leave and where applicable, their Parental Leave, unless this date is modified by the Employer; and
  - (C) should the employee fail to return to work as provided under (A) and/or (B) above, they are indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during their entire period of Maternity Leave.
- (iii) An employee who qualifies is entitled to a Maternity Leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 1705 (a) (iii);
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 1705 (a) (iii);
  - (c) the Employer shall vary the length of Maternity Leave upon proper certification by the attending physician or recommendation by the Manager.
- (iv) Within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance benefits pursuant to *The Employment Insurance Act*, the employee must provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the employee in exceptional circumstances.

Following receipt of the above proof, the Employer shall provide the employee a Maternity Leave allowance with the Supplemental Unemployment Benefit (SUB) Plan up to a maximum of seventeen (17) weeks broken down as follows:

- (A) for the first (1<sup>st</sup>) week an employee shall receive ninety-three percent (93%) of their weekly rate of pay;



- (B) for up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;
- (C) all other time as may be provided under Article 17, shall be on a leave without pay basis.
- (v) An employee may end their Maternity Leave earlier than the date specified by giving their Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date the employee wishes to end the leave.
- (vi) Plan B does not apply to an employee occupying a term position who does not own a permanent position or employees hired on a seasonal basis.
- (vii) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

1706 Sections 52 through 57.1(2) inclusive and Section 60 of *The Employment Standards Code* respecting Maternity Leave shall apply.

1707 Parental Leave

- (a) In order to qualify for Parental Leave, an employee must be the natural parent of a child or must assume actual care and custody of their newborn child (Paternity Leave) or are one of the parents who adopt a child under the law of the province (Adoption Leave) **or are one of the parents of an infant born via surrogate.**
- (b) An employee who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- (c) In the case of Adoption Leave, the employee must submit a written request for such leave. The employee may commence Adoption Leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

- (d) (i) An employee who qualifies in accordance with (a), (b) and (c) above must have completed six (6) months of continuous employment with the Employer to be entitled to Parental Leave without pay for a continuous period of up to sixty-three (63) weeks.
- (ii) Except as outlined below, an employee must use current annual vacation, which was earned during the previous vacation year, during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.

Where Parenting Leave is thirty-seven (37) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.

Where Maternity and/or Parental Leave exceeds thirty-seven (37) weeks but is less than fifty-four (54) weeks, the employee may elect to carry over to the next vacation year, up to five (5) days (e.g.: 38.75, 40 hours) of current annual vacation, pro-rated for part-time. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of the commencement of leave will be retained and will be available to be taken in the following vacation year.

- (iii) Subject to 1707 (e) below, 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.
- (e) 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.
- (f) 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. On return from Maternity and/or Parental Leave, the employee shall be placed in their former

classification and shift schedule at the same increment step. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in 1702 (c) and 1703 above will apply.

1708 In the event of a medical assistance in dying (MAID) an employee can elect to commence bereavement leave under 1711 on the date of the scheduled death.

1709 Legal and Investigative Proceedings

Except as provided for in Article 11: Arbitration Procedure, the following shall apply to Legal and Investigative Proceedings:

- (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, inclusive of shift premiums 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.
- (b) If an employee is subpoenaed as a witness in a work-related matter on their scheduled day off, the Employer and the employee will mutually agree on an alternate time off in lieu.
- (c) Where the Employer requires the employee to participate as a witness in a workplace investigation that is required by legislation or Employer policy, and where such investigation meetings cannot be scheduled on the employee's regular day of work, the Employer will compensate the employee for the investigation meeting time at the appropriate rate of pay.
- (d) An employee required to attend a court proceeding as a part to that proceeding, occasioned by the employee's private affairs shall receive a leave of absence without pay for the required absence.

1710 Two (2) days of leave (scheduled daily hours to a maximum of 15, 15.5 or 16 hours as applicable) without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.

1711 Bereavement Leave

- (a) An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a spouse, common-law spouse, fiancé, same sex partner,

parent, step-parent, mother-in-law, father-in-law, former legal guardian, child, stepchild, daughter-in-law, son-in-law, sibling, step-sibling, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild and any other relative or current foster child who had recently been residing in the same household.

Such days may be taken only in the period which extends from the date of death up to and including the day following interment, funeral or initial memorial service or four (4) calendar days following the death, whichever is greater.

Bereavement leave may be extended by up to two (2) additional regularly scheduled consecutive days without loss of pay and benefits as may be necessitated by reason of travel to attend the interment, funeral or initial memorial service. For employees residing above the 53<sup>rd</sup> parallel, leave may be extended by one (1) additional regularly scheduled consecutive day for travel.

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

**(b) Provided that the employee has not received bereavement leave in accordance with 1711 (a), an employee shall be granted four (4) regularly scheduled consecutive days leave without loss of pay and benefits for loss of pregnancy as follows:**

- (i) for an employee who experiences a loss of pregnancy which ends in miscarriage or stillbirth; or**
- (ii) for an employee who enters into a surrogacy agreement, and the contracted surrogate experiences a loss of pregnancy or stillbirth; or**
- (iii) for another person who experiences a loss of pregnancy which ends in miscarriage or stillbirth and the employee:**
  - (A) is the person's spouse or common-law partner, or**
  - (B) is the person's former spouse or common-law partner and would have been a biological parent of the child born as a result of the pregnancy.**

**Such days may be taken only in the period which extends from the date of death up to and including the day following**

**internment, funeral or initial memorial service or four (4) calendar days following the death, whichever is greater.**

- (c) Provided that the employee has not received bereavement leave in accordance with 1711 (a), necessary time off up to one (1) day at basic pay will be granted an employee to attend an internment, funeral or initial memorial service as a pallbearer.
- (d) Provided that the employee has not received bereavement leave in accordance with 1711 (a), necessary time off up to one (1) day at basic pay may be granted an employee to attend an internment, funeral or initial memorial service as a mourner.
- (e) For the purposes of this section, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the employee.

#### 1712 Emergency Leave

Leave for purposes such as serious personal loss due to a house fire or flood, will be considered on their own individual merits and may be granted at the Employer's discretion subject to operational requirements. An employee granted a leave may request to utilize any banked time available to them.

#### 1713 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 ninety (90) 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 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:
  - (A) the day the certificate is issued; or
  - (B) if the leave was begun before the certificate was issued, the day the leave began; and
- (ii) the family member requires the care or support of one or more family members.

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

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

- (e) A family member for the purpose of this article shall be defined as:
  - (i) a spouse or common-law partner of the employee;
  - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) a parent of the employee or a spouse or common-law partner of the parent;
  - (iv) or any other person described as family in the applicable regulations of *The Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 1203 (c) and 1205 (d) (unpaid leaves).

- (h) Where applicable and subject to the provisions of 1303 (b), an employee may apply to utilize accumulated income protection credits to cover part or all of the Employment Insurance waiting period providing 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 1711.

1714 Citizenship Leave

Employees shall be granted the necessary time off, up to four (4) hours, without loss of basic pay to attend a citizenship ceremony to receive a certificate of citizenship to become a Canadian citizen. The employee shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

Should the employee wish to utilize bank time to cover the remainder of their shift, such requests shall be considered, subject to operational requirements, but will not be unreasonably denied.

- 1715 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/Employee benefit programs in accordance with Article 3007.

1716 Leave for Public Office

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

1717 Union Leave

Upon two (2) weeks prior written notice to the Employer, an employee elected or appointed to represent the Union at a convention or other formal Union function, shall be granted necessary leave of absence without pay for the full shift provided that leaves of absence for Union business are reasonable and during July and August are compatible with the departmental vacation schedule, and unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department.

The Employer will continue to pay the employee subject to total recovery of payroll and related costs by the Employer from the Union. The Union will provide the Employer with written confirmation of dates requested.

- 1718 An employee who is elected or appointed to a full-time position with the Union, or with a recognized labour body, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during their term of office. Such employee may receive their pay and benefits as provided for in this Agreement subject to total recovery of payroll and related costs by the Employer from the Union.

1719 Interpersonal Violence Leave

- (a) For the purposes of this Article the meaning of “common-law partner”, “dependant”, “interpersonal violence” and “parent” are as defined in sections 59.9(1) and 59.11(1) of *The Manitoba Employment Standards Code*.
- (b) An employee is entitled to interpersonal violence leave if:
  - (i) the employee or a dependent is a victim of interpersonal violence; and
  - (ii) the employee has been employed by the same Employer for at least ninety (90) days.
- (c) An employee is entitled to both the following periods of interpersonal violence leave in each fifty-two (52) week period:
  - (i) leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
  - (ii) leave of up to seventeen (17) weeks to be taken in one continuous period;
  - (iii) employees can take the leave in any order that meets their individual circumstances.
- (d) An employee may take an interpersonal violence leave only for one or more of the following purposes as they relate to the employee or to a dependant:
  - (i) to seek medical attention in respect of a physical or psychological injury or disability caused by the domestic violence;



- (ii) to obtain services from a victim services organization;
  - (iii) to obtain psychological or other professional counselling;
  - (iv) to relocate temporarily or permanently;
  - (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
  - (vi) Any other prescribed purpose.
- (e) For the purpose of this section, a child is also considered to be a victim of interpersonal violence if they are directly or indirectly exposed to interpersonal violence experienced by:
- (i) a parent;
  - (ii) a parent or child of a person referred to in clause (i);
  - (iii) a spouse or common-law partner of the child;
  - (iv) a child of the child; or
  - (v) any other person who lives with the child as a member of their family.
- (f) Subject to Article 1719 (g), leave taken under this section is unpaid leave.
- (g) An employee shall be granted up to five (5) days of leave in a fifty-two (52) week period as paid leave, provided that when giving notice under Article 1719 (h) the employee notifies the Employer which days, if any, are to be paid leave.
- (h) Subject to Article 1303 an employee shall be entitled to utilize income protection or banked time for the five (5) days paid leave in Article 1719 (g).
- (i) If an employee takes any part of a day as leave under this Article, the Employer may count that day as a day of leave for the purpose of this Article.
- (j) An employee who wishes to take leave under this article must provide as much notice as is reasonable and practicable to the Employer.

- (k) An employee who has taken leave under 1719 (c) (ii) may end their leave earlier than the date specified by giving the Employer written notice of at least two (2) weeks. Where an employee has been provided necessary time off under this Article, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (l) An employee taking leave under this Article is required to provide the Employer with reasonable verification of the necessity of the leave upon request.
- (m) Situations involving interpersonal violence shall be treated in strict confidence by both the Employer and the Union (where relevant) except where disclosure to another employee is required in order for them to carry out their duties, where disclosure is required by law or where the employee has given consent.

#### **ARTICLE 18: HOURS OF WORK**

1801 Regular daily, biweekly and annual hours of work for full-time employees shall consist of one of the following:

- (a) seven and three-quarters (7.75) hours per day, seventy-seven and one-half (77.50) hours biweekly and two thousand and fifteen (2015) hours per year; or
- (b) seven and one-half (7.50) hours per day, seventy-five (75) hours biweekly and one thousand, and nine hundred and fifty hours (1950) per year; or
- (c) seven and one-quarter (7.25) hours per day, seventy-two and one-half (72.50) hours biweekly and one thousand, eight hundred and eighty-five hours (1885) per year; or
- (d) eight (8) hours per day, eighty (80) hours biweekly and two thousand and eighty hours (2080) per year; or
- (e) nine point six-nine (9.69) hours per day, seventy-seven and one-half (77.50) hours biweekly when averaged over the shift pattern and two thousand and fifteen (2015) hours per year; or

- (f) eleven point six-two-five (11.625) hours per day, seventy-seven and one-half (77.50) hours biweekly when averaged over the shift pattern and two thousand and fifteen (2015) hours per year; or
- (g) A combination of shifts of eleven point six-two-five (11.625) hours per day and seven and three-quarters (7.75) hours per day, seventy-seven and one-half (77.50) hours biweekly when averaged over the shift pattern and two thousand and fifteen (2015) hours per year.
- (h) For clarification purposes it is understood that the daily hours of work in (a), (b), (c), and (d) above are referenced in this Collective Agreement as eight ("8") hour shifts. The daily hours of work in (e) above are referenced in this Collective Agreement as ten ("10") hour shifts, and the daily hours of work in (f) above are referenced in this Collective Agreement as twelve ("12") hour shifts.

## 1802 Rest Periods

- (a) A paid rest period of fifteen (15) minutes will be allowed by the Employer during each continuous three (3) hour period of work.

*Applicable to employees at Breast Health Clinic (400 Taché Ave.), CCMB, Diagnostic Services, HSC, Middlechurch Home of Winnipeg, RCC, RDF, St. Boniface Hospital, and Winnipeg Regional Laundry (Inkster Site)*

A paid rest period of twenty (20) minutes will be allowed by the Employer during each continuous three (3) hour period of work.

- (b) Shift lengths of eleven point six-two-five (11.625) hours per day shall be inclusive of two paid fifteen (15) minute rest periods.

*Applicable to employees at CCMB, Diagnostic Services, HSC, Middlechurch Home of Winnipeg, RCC, RDF, St. Boniface Hospital, and Winnipeg Regional Laundry (Inkster Site)*

Shift lengths of eleven point six-two-five (11.625) hours per day shall be inclusive of two paid twenty (20) minute rest periods.

- (c) An employee who is required by the Employer to remain in the work site and required to work during the rest period, shall receive pay at overtime rates for the entire rest period.
- (d) An employee whose rest period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

- (e) **Employees may combine rest breaks and meal breaks by mutual agreement between employees and manager(s). This will be subject to operational requirements. Breaks will not be combined for the purposes of ending the shift early.**

1803 Meal Periods

- (a) An unpaid meal period will be scheduled by the Employer and will not be less than one-half ( $\frac{1}{2}$ ) hour or more than one (1) hour in duration.
- (b) The meal periods for shift lengths of eleven point six-two-five (11.625) hours per day shall consist of:
- (i) one unpaid meal period thirty (30) minutes in duration; and
  - (ii) one meal period thirty (30) minutes in duration that will be comprised of seven and a half (7.5) minutes unpaid time and twenty-two and a half (22.5) minutes paid time.
- (c) An employee who is required by the Employer to remain in the work site during the meal period, shall receive pay at overtime rates for the entire meal period.
- (d) An employee whose meal period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

1804 **Whenever possible, rest periods and meal breaks will be every two (2) hours and not within one and one-half hours (1.5) from the start of the shift.**

1805 This article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this Agreement.

1806 *Not applicable to Home Care Direct Service Staff and Mental Health Proctors*

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

*Applicable to Home Care Direct Service Staff and Mental Health Proctors only*

- (a) Employees may be required to work split shifts.

- (b) An employee required by the Employer to work a split shift shall receive a premium of six dollars and seventy-five cents (\$6.75) per shift. Split shift premiums will only be paid once per twenty-four (24) hour calendar day.
  - (c) The premium referred to in Article 1806 (b) above shall not be included in the calculation of any benefits.
  - (d) A split shift is defined as “any two (2) or more daily work assignments that include a scheduled unpaid break period of one (1) hour and fifteen (15) minutes” or more. Assignments that cross 2400 hours (midnight) on consecutive days do not constitute a split shift.
  - (e) Split shift premium is not payable on the time period that may fall between the employee’s regular EFT assignment and additional hours that the employee may pick up.
  - (f) If however the employee accepts an additional client assignment, and the client assignment has an unpaid break period of more than one (1) hour and fifteen (15) minutes, the employee shall be eligible for a split shift premium, provided that they have not as yet received a split shift payment on that twenty-four (24) hour calendar day.
- 1807
- (a) An employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at their basic rate of pay; however, when such employee works for any portion of their scheduled shift, they shall receive pay for that entire shift.
  - (b) Except as provided in 3107 (e), when an employee is called in to work a full shift as provided in 1801 within one (1) hour of the start of the shift, and reports for duty within one (1) hour of the start of the 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.
- 1808     Shifts of Less than the Regular Daily Hours
- (a) The terms and conditions of the Collective Agreement shall apply to employees working shifts of less than seven and a quarter (7.25) hours except as provided thereafter.
  - (b) Meal breaks and rest periods for shifts of less than seven and a quarter (7.25) hours shall be as follows:
    - (i) Shifts of three (3) hours to five (5) hours shall include one (1) fifteen (15) minute paid rest period.

- (ii) Shifts of greater than five (5) paid hours up to and including six (6) paid hours shall include one (1) fifteen (15) minute paid rest period and exclude one (1) thirty (30) minute unpaid meal period.
- (iii) Shifts of greater than six (6) hours but less than seven and a quarter (7.25) hours shall include two (2) fifteen (15) minute paid rest periods and exclude one (1) thirty (30) minute unpaid meal period.

*Applicable to employees at CCMB, Diagnostic Services, HSC, Middlechurch Home of Winnipeg, RCC, RDF, St. Boniface Hospital, and Winnipeg Regional Laundry (Inkster site)*

Meal breaks and rest periods for shifts of less than seven and a quarter (7.25) hours shall be as follows:

- (i) Shifts of three (3) hours to five (5) hours shall include one (1) twenty (20) minute paid rest period.
  - (ii) Shifts of greater than five (5) paid hours up to and including six (6) paid hours shall include one (1) twenty (20) minute paid rest period and exclude one (1) thirty (30) minute unpaid meal period.
  - (iii) Shifts greater than six (6) hours but less than seven and a quarter (7.25) hours shall include two (2) twenty (20) minute paid rest periods and exclude one (1) thirty (30) minute unpaid meal period.
- (c) In the event an employee is required to work beyond the end of the scheduled shift, the employee shall be paid for all hours worked in excess of the scheduled shift length at the employee's basic salary up to the daily regular hours of work for eight (8) hour shifts applicable to the unit in accordance with Article 1801.
  - (d) Overtime rates of pay shall be applicable for time worked in excess of regular hours of work, in accordance with Article 2001.
  - (e) Article 1808 (b) above does not preclude the Employer from establishing a shift of less than three (3) hours in duration.

## **ARTICLE 19: SHIFT SCHEDULES**

1901 Shift schedules shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee except as provided for in 1301 (c) and 1719 (k). Where seven (7) calendar days of such notice is not given **to** the employee, they shall receive payment at the applicable overtime rate for all such work performed.

1902 Shift patterns shall, unless otherwise mutually agreed, provide for the following:

(a) Applicable for eight (8) hour shift patterns

An employee shall not be required to change shifts without first receiving a minimum of two (2) consecutive shifts off duty (minimum fifteen (15) hours), unless otherwise agreed to between the employee and the Employer.

Applicable for ten (10) or twelve (12) hour shift patterns

At least two (2) consecutive days off at one time.

In the event the shift pattern is a combination of eight (8) and twelve (12) hour positions, the minimum fifteen (15) hours off between assigned shifts shall continue to apply for those positions with only eight (8) hour shifts.

(b) Alternate weekends off will be granted whenever possible or three (3) weekends off in each six (6) week period.

(c) Applicable to eight (8) hour shift patterns

No employee shall be scheduled to work more than seven (7) consecutive days (less if reasonably possible). An employee scheduled to work seven (7) consecutive days, will receive every second weekend off and/or consecutive days off.

(d) Days off will be consecutive wherever possible.

(e) Where possible and providing there is no additional cost to the Employer, employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift. There shall be at least as great a number of day shifts assigned as there are night (evening) shifts with each shift pattern.

This may be amended if the majority of employees affected are in agreement.

- (f) A full-time employee who is receiving the minimum of every third weekend off and who works the third shift (commencing at or about 1600 hours) on the Friday before that weekend off, shall not be required to return to work until the second shift (commencing at or about 0800 hours) on the Monday following. Home Care Attendants and Home Support Workers shall have a minimum of every second weekend off.

1903 In cases where a shift commences at a time other than one of those specified in Article 714, the shift shall be considered to be the one in which the majority of hours falls.

1904 The trial and implementation of ten (10) hour, twelve (12) hour or combinations of eight (8) and twelve (12) hour shift patterns shall observe the conditions listed hereinafter:

- (a)
  - (i) A meeting of all employees who will be affected by the change in shift length will be held to discuss a tentative shift schedule and proposed commencement date of the trial period.
  - (ii) Implementation of the ten (10) or twelve (12) hour shift pattern on a trial basis will proceed provided that seventy percent (70%) of affected employees are willing to undertake a trial period.
  - (iii) The length of the trial period shall be six (6) months in length, or for a shorter period, as mutually agreed between the Employer and the employees affected.
  - (iv) Two (2) weeks prior to the completion of the trial period, a meeting of all affected employees and the Employer will be held to evaluate the ten (10) or twelve (12) hour shift pattern. To continue with the new shift pattern there must be mutual agreement between the Employer and the affected employees.
  - (v) The Employer shall advise the Union of any introduction of a ten (10) or twelve (12) hour shift schedule on a trial basis and whether the shift pattern will be implemented.
- (b) For 9.69 ("10") hour shift pattern, full-time hours of work shall provide:
  - (i) eight (8) shifts of 9.69 ("10") hours duration in each biweekly period; or



- (ii) twenty-four (24) shifts of 9.69 ("10") hours duration in each three (3) consecutive biweekly periods.
- (c) For 11.625 ("12") hour shift patterns or combinations of "eight" ("8") and "twelve" ("12") hour shift patterns, full-time hours of work shall provide:
  - (i) That there shall be an average of six (6) shifts of 11.625 ("12") hours duration and one (1) shift of seven point seven five (7.75) hours duration in each biweekly period; or
  - (ii) That there shall be twenty (20) shifts of 11.625 ("12") hours duration in each three (3) consecutive biweekly periods of the shift patterns; or
  - (iii) That there shall be a combination of shifts of 11.625 ("12") hours duration and seven point seven five (7.75) hours duration that equal an average of seventy-seven and one-half (77.50) hours biweekly averaged over the three (3) consecutive biweekly periods in the shift pattern;
  - (iv) Coverage of the 11.625 ("12") hour shifts are to be provided by twelve hours and fifteen minutes (12.25) which includes both paid and unpaid time;
  - (v) Where reasonably possible the Employer shall endeavor to schedule a maximum of four (4) consecutive shifts in a row.
- (d) Where payroll limitations exist such that only two (2) decimal points can be entered in regard to shift length, the shift length shall be rounded up to two (2) decimal points.

#### 1905 Relief Positions and Schedules

The following conditions shall apply to Relief Positions:

- (a) Relief positions are created by the Employer; the positions shall be posted as per Article 14 and shall include the base location.
- (b) The rotation shall be a non-recurring rotation and posted as per Article 1901.
- (c) The job posting will identify that the shift pattern may be different for each posted schedule.

- (d) Consultation shall occur with the individual employee prior to the posting of the shift schedule.
- (e) In the event the employee is assigned to more than one site, transportation reimbursement will be provided in accordance Article 26.

1906 Float Positions and Schedules

- (a) Float positions shall be posted in accordance with Article 14 and shall include the base location (if appropriate) and the unit(s)/site(s) where the employee will work.
- (b) Subject to 1901 and 1903, float schedules shall have recurring shift patterns and are assigned to a unit(s) or site(s) based on patient care requirements.

In the event the employee is assigned to more than one site, transportation reimbursement will be provided in accordance with Article 26.

1907 Reassignment

- (a) *Not applicable to Home Care Direct Service Staff or Mental Health Proctors*

In the event that the Employer needs to reassign staff within the site due to operational requirements, **reassignments of qualified employees will be made in an equitable manner (with seniority as the prioritizing factor)** where the need exists.

- (b) ***Applicable to Riverview Health Centre***

**In the event that the Employer needs to reassign staff within the site due to operational requirements, such reassignment will be done equitably, starting with non regular staff from the unit and on a rotating basis amongst the site that are in the same bargaining unit as the classification where the need exists.**

- 1908 Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the Department Head or designate and shall not result in overtime costs to the facility, and shall not be unreasonably denied.

**1909      Shift Pattern Change**

***Not applicable to Home Care Direct Service Staff***

**Should the Employer desire to permanently make changes to the shift pattern (master rotation) that may affect the shifts in the pattern (Day/Evening/Night and weekends) or start and end times of shifts, the Employer shall serve ninety (90) days' notice to the Union.**

**The Employer and the Union shall enter discussions regarding the process for employee rotation selection to be done in seniority order.**

**ARTICLE 20: OVERTIME**

- 2001      Overtime shall be the time worked in excess of the daily or biweekly hours of work as specified in Article 18, or in excess of the normal equivalent full-time hours in the shift schedule in effect on the unit/base location/site for both full-time and part-time employees, such time to have been authorized in such manner and by such person as may be authorized by the Employer. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 2002.
- 2002      (a)      Employees shall receive two (2x) times their basic rate of pay for authorized overtime in any one (1) day.
- (b)      **In addition to the basic rate of pay for rest periods**, employees shall receive **an additional** one (1x) times their basic rate of pay for authorized overtime due to a missed paid rest period.
- (c)      An employee who works authorized overtime on a general holiday shall receive two and one-half (2½x) times the employee's basic rate of pay.
- 2003      At the employee's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. At the employee's request, any banked overtime, or portion thereof, shall be paid out at any time on a regular pay cheque. Overtime may be accumulated to a maximum of eighty (80) hours at any one time. Any overtime in excess of that amount shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March 31<sup>st</sup> 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.

- 2004 Overtime may be cancelled by the Employer prior to the employee reporting for duty as follows:
- (a) Except as stated in (b) below, notification for the cancellation of overtime shall be provided a minimum of three (3) hours prior to the commencement of the start of the overtime period.
  - (b) In the event the overtime was authorized within three (3) hours of the commencement of the overtime period, the overtime may be cancelled as soon as reasonably possible.
  - (c) Should the employee report for duty prior to the cancellation of the overtime, the employee shall be paid three (3) hours at overtime rates.
- 2005 Subject to Article 3103, an employee who is absent on paid time off during their posted shift schedule shall, for the purpose of computing overtime pay, be considered as if the employee had worked their regular hours during such absence.
- 2006
- (a) Employees working two (2) consecutive full shifts as provided in 1801 shall receive two (2x) times the employee's basic rate of pay for the additional shift.
  - (b) For periods of overlap, the employee shall not get the period of overlap paid twice. Employees will receive their basic rate of pay for the period of overlap.
- 2007
- (a) Overtime shall be distributed (offered) as equitably as reasonably possible among employees who have declared their availability and are qualified (for Home Care employees this shall include but is not limited to client continuity, client specific training, gender and/or availability of vehicle) to perform the available work. It is recognized that seniority will be a prioritizing factor in determining an equitable distribution of work.
  - (b) **Employees will not be provided preference for overtime during the employee's scheduled vacation period, income protection, or any other period of paid or unpaid leaves of absence.**
  - (c) Where, subsequent to the shift being worked, a proven Employer error is identified in relation to the seniority factor, the employee will be scheduled for a shift, similar to the shift that was missed, at a mutually agreeable time within thirty (30) days of confirmation of the error. The shift will be supernumerary at the time of scheduling.

**Applicable to Trades where the Employer is not able to provide supernumerary shifts, the employee shall receive pay at the appropriate rate for the missed shift.**

- (d) No employee shall be required to work overtime against their wishes when other qualified employees are available and willing to perform the required work.

- 2008 Where a full-time employee is required to report back to work outside their regular working hours Article 2104 shall apply.
- 2009 An employee required to work overtime, without advance notice, for a period in excess of two (2) hours immediately following their regular hours of work shall be supplied with a meal **from the Employer cafeteria** at no cost to the employee **or a payment of twelve dollars (12.00) will be made.**
- 2010 **When time switches from Central Standard to Daylight Saving Time and vice-versa, an employee shall be paid for actual scheduled hours and where the number of hours exceeds the normal daily hours of work the employee shall be paid at the applicable overtime rate for all hours scheduled in excess of the normal daily hours of work.**

## **ARTICLE 21: STANDBY AND CALLBACK**

*Also see: Article 20: Overtime*

*Article 22: Premiums*

*Article 26: Transportation Allowance*

*Article 31: Special Provisions re. Part-time Employees*

*Article 33: Special Provisions re. Casual Employees*

- 2101 "Standby" shall refer to any period of time duly authorized by the Employer during which an employee designated by the Employer is required to be immediately available by telephone or other contact and may be required to report to work without undue delay.
- 2102 An employee who is 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 a pro rata payment for any portion thereof. Shift premiums are not applicable.
- 2103 An employee required to return to work outside of their regular working hours shall be paid at the applicable rate of pay for all hours worked with a minimum of three (3) hours pay. Where the employee is called back within two (2) hours prior to the commencement of their next scheduled shift the employee will be paid at the applicable rate of pay for all time worked prior to the starting time of the next scheduled shift.

*Applicable to SHEO HSC Trades and Maintenance groups only*

An employee required to return to work outside of their regular working hours shall be paid at the applicable rate of pay for all hours worked with a minimum of three (3) hours pay and after 2400 hours, a minimum of four (4) hours pay. Where the employee is called back within two (2) hours prior to the commencement of their next scheduled shift the employee will be paid at the applicable rate of pay for all time worked prior to the starting time of the next scheduled shift.

- 2104 When an employee returning on a callback is on route and the callback is cancelled, the employee shall be paid for not less than one (1) hour at straight time rates.

**ARTICLE 22: PREMIUMS**

- 2201 (a) Evening Shift

Employees required to work the majority of their hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of **two dollars and twenty-five cents (\$2.25) per hour for that shift.**

The evening shift premium shall also be applicable to each hour worked after 1600 hours on a modified day or evening shift during which at least two (2) hours are worked after 1600 hours.

- (b) Night Shift

Employees required to work the majority of their hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of **three dollars and seventy-five cents (\$3.75) per hour for that shift.**

- 2202 Shift Premium and Weekend Premium **shall** be payable **on hours worked at** overtime rates.

- 2203 Weekend Premium

A weekend premium of **five dollars and seventy-five cents (\$5.75)** per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between **1800 to 2400 on the Friday evening shift, all shifts worked on Saturday and Sunday and 0001 to 0730 on the night shift which is considered to be the first shift of a Monday.**

**This applies to the payment of weekend premium only and shall not change the definition of a weekend under Article 718.**

### **ARTICLE 23: SALARIES, INCREMENTS AND TEMPORARY ASSIGNMENTS**

2301 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.

2302 (a) Employees shall be paid every two (2) weeks;

(b) *SHEO - Applicable to MATC only  
and  
WCHREO - Applicable to AMSB, AMSV, Centre de santé Saint-Boniface, Donwood Manor, FDL, HFH, Klinik Community Health, MCC, Meadowood Manor, Nine Circles Community Health Centre, Nor'west Co-op Community Health, SERC, Southeast Personal Care Home, The Convalescent Home of Winnipeg and WHC only*

Should an error be made in an employee's pay which results in a loss of at least one (1) normal day's regular pay as referenced in Article 1801, the Employer agrees to issue a manual cheque or direct deposit within seven (7) calendar days after becoming aware of the error upon request from the employee. If the error results in a loss of less one (1) normal day's regular pay, the correction will be made on the next scheduled pay day.

*Applicable to all other Employers*

Should an error be made in an employee's pay which results in a loss of at least one (1) normal day's regular pay as referenced in Article 1801, the Employer agrees to issue a manual cheque or direct deposit within four (4) business days after becoming aware of the error, upon request from the employee. If the error results in a loss of less one (1) normal day's regular pay, the correction will be made on the next scheduled pay day.

2303 Increments for full-time employees shall be due on the anniversary date of the employee's date of employment. Subject to Article 1203 (c), when an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.

2304 Temporary Assignment of Duty

- (a) *For WCHREO only - Applicable to Klinik Community Health, MCC, Nine Circles Community Health Centre, Nor'west Co-op Community Health, SERC and WHC only*

In the event that an employee is assigned temporarily to a higher paid position with the same Employer, within the scope of this Agreement to perform for a period in excess of two (2) days and provided the employee carries out substantially all of the duties and responsibilities of the position, the employee shall be paid the higher of **one dollar and seventy cents (\$1.70)** per hour, or the Start rate for the higher classification from the first day of assuming such position with the proviso that at no time will the hourly rate exceed the maximum hourly rate of the position to which the employee is assigned.

- (b) *Applicable to all others*

In the event that an employee is assigned temporarily to a higher paid position with the same Employer, within the scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, the employee shall be paid the higher of **one dollar and seventy cents (\$1.70)** per hour, or the Start rate for the higher classification from the first day of assuming such position with the proviso that at no time will the hourly rate exceed the maximum hourly rate of the position to which the employee is assigned.

- (c) In the event that an employee is assigned temporarily to a higher paid position within the jurisdiction of the Employer but which is out of scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, the employee shall be paid a premium of **one dollar and eighty cents (\$1.80)** per hour.

- 2305 (a) All retroactive wage and benefit adjustments shall be made payable within one hundred and twenty (120) calendar days of ratification of this Agreement. Such payments will be made on a separate deposit from their regular pay.

- (b) Former employees shall receive any applicable retroactive pay provided they request the retroactive pay from the Employer in writing with their current mailing address no later than **one hundred and eighty (180) days after the ratification date (August 23, 2024 (NHREO Community and Facility Support), August 29th, 2024 (SHREO Facility Support), and October 18, 2024 (SHREO**



**Community Support, WCHREO Community and Facility Support and SHEO Community and Facility Support).**

- (c) Failure to meet the commitment in (a) above shall result in the parties meeting to determine a remedy if appropriate.**

**Where the parties are unable to come to an agreement or a remedy if appropriate, the Parties will refer the matter to expedited arbitration.**

- 2306 "Basic or Regular Salary or Pay" shall mean the rates of pay shown in Schedule "A" plus academic allowance where applicable.
- 2307 The Employer shall endeavor to have detailed cheque stubs made available one (1) day preceding payday, or earlier if possible.
- 2308 (a) When an employee reports to work, or is called, and is requested to work in a lower paid classification the employee shall be paid their current rate of pay.
- (b) When an employee voluntarily works a shift in a lower paid classification, the employee shall be paid at the same increment step on the lower paid classification as they are paid on their current classification.
- 2309 No employee will be temporarily assigned to a vacant position for more than three (3) months. If after three (3) months the position is still to be filled on a temporary basis, a temporary appointment will be made.
- 2310 Where an employee is hired who does not possess certain required qualification(s) and where attainment of these qualification(s) is a condition of employment, the employee shall be eligible for increments provided that the employee furnishes proof of enrolment and satisfactory progress towards the completion of the course.
- 2311 Telephone calls outside of work hours
- When an employee, whether on standby or not, 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 the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than

fifteen (15) minutes, the employee shall be compensated at their basic rate of pay for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher 15-minute interval.

- (b) An employee who has completed their regular daily or biweekly hours of work shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher 15-minute interval.
- (c) For purposes of calculation as per (a) and (b) above, accumulated 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) The Parties agree that when an employee, whether on standby or not, 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 telephone consult shall not constitute a callback to work.

#### **ARTICLE 24: PRE-RETIREMENT LEAVE**

2401 Employees who:

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

shall be granted paid pre-retirement leave on the basis of four (4) days per year of employment calculated in accordance with Article 2402.

- 2402 Except as provided in 1209, calculation of retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the site with the Employer and shall be based on the employee's total seniority on the date of retirement. Calculated as follows:

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

- 2403 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.

For employees retiring under the Civil Service Superannuation plan, in accordance with the provisions of the plan, payment shall be made in a lump sum and the retirement date shall be the last day worked.

- 2404 Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in this Collective Agreement.
- 2405 **Where** an employee is entitled to pre-retirement bonus in accordance with the conditions listed above, and the employee dies prior to receiving this benefit, it is understood that the pre-retirement bonus benefit shall be paid to their estate.
- 2406 An employee who has received a pre-retirement benefit under the provisions of this article that is re-hired by any Employer that is part of any Employers Organization will not be entitled to receive the pre-retirement benefit again.
- 2407 *Applicable to Klinik Community Health, MCC, Nine Circles Community Health Centre, Nor'west Co-op Community Health, RCC, SERC, and WHC*
- Conditional on the continuance of funding bodies' policies to reimburse the Employer for pre-retirement leave, the Employer will provide employees with pre-retirement leave in accordance with the provisions of Article 24.

## **ARTICLE 25: EMPLOYMENT SECURITY, LAYOFF AND RECALL**

- 2501 A layoff shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.

2502 Employment Security

- (a) The Employer shall notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of staff.
  - (i) identification of position;
  - (ii) name of incumbent(s);
  - (iii) reasons for deletion.
- (b) 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 Union, no later than twenty (20) days after the notification in (a) above.
- (c) The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after (b) above.
- (d) The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
- (e) 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 employee shall be:
  - (i) given the opportunity to fill any current vacancy with the Employer provided they possess the seniority, qualifications and ability to perform the position; or
  - (ii) Article 2505 (b) shall apply.

Any employee thus displaced shall have the same rights.
- (f) Should the employee choose to not exercise seniority rights under Article 2505 (b) then the employee shall be placed on layoff.
- (g) In the event of (e) above occurring or in the event of the closure of a Site and in conjunction with (h) below, the Employer will make every reasonable effort to achieve necessary funding for retraining to assist with future employment opportunities.

- (h) The Employer and Union will also cooperate with other Employers, Unions, the Provincial Health Labour Relations Services, and/or the Government of Manitoba, to participate in the establishment of a broader retraining effort where reasonably possible.

2503 Layoff

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

- (a) two (2) weeks' notice for layoff up to eight (8) weeks;
- (b) four (4) weeks' notice for layoff of more than eight (8) weeks.

2504 When reducing staff, senior employees shall be retained, providing their qualifications and ability are sufficient to perform the required duties.

2505 (a) If the layoff is expected to be temporary (of not more than eight (8) weeks' duration), employees shall be laid off in reverse order of seniority within the department affected.

(b) *Applicable to SHEO and WCHREO only*

If the layoff is expected to or actually does exceed eight (8) weeks' duration, an employee shall be entitled to exercise their employer seniority to displace an employee in any classification within the bargaining unit at the site, regardless of EFT, with the same or lower salary range, provided the employee possesses the qualifications and ability sufficient to perform the required work, or accept layoff.

Where due to seniority level this is not possible, an employee shall then be entitled to exercise their employer seniority to displace an employee in any classification within the other support bargaining unit at the site, regardless of EFT, with the same or lower salary range, provided the employee possesses the qualifications and ability sufficient to perform the required work, or accept layoff.

Any employee thus displaced shall have the same rights.

*Applicable to NHREO and SHREO only*

- (i) If the layoff is expected to or actually does exceed eight (8) weeks' duration, an employee shall be entitled to exercise their seniority to displace an employee in any classification, regardless of EFT, with the same or lower salary range within the bargaining unit and at the site, provided the employee

possesses the qualifications and ability sufficient to perform the required work, or to accept layoff.

- (ii) Where due to seniority level this is not possible, an employee shall then be entitled to exercise their seniority to displace any employee in any classification, regardless of EFT, with the same or lower salary range within the bargaining unit at other sites comprising the Employer, provided the employee possesses the qualifications and ability sufficient to perform the required work, or to accept layoff.
- (iii) Where due to seniority level an employee is unable to secure a position within their bargaining unit, they shall then be entitled to exercise their employer seniority to displace an employee in any classification within the other support bargaining unit at the site, regardless of EFT, with the same or lower salary range, provided the employee possesses the qualifications and ability sufficient to perform the required work, or accept layoff.
- (iv) Where due to seniority level an employee is unable to secure a position within their bargaining unit and site, they shall then be entitled to exercise their employer seniority to displace an employee in any classification within the other support bargaining unit at other sites comprising the Employer, regardless of EFT, with the same or lower salary range, provided the employee possesses the qualifications and ability sufficient to perform the required work, or accept layoff.

Any employee thus displaced shall have the same rights.

- (c) When exercising their seniority, an employee shall not be entitled to displace into more than one established position within the Employer.
- (d) For the purpose of interpreting the meaning of "same or lower salary range", it is agreed that classifications will be considered to be the same provided that the maximum of the salary range the employee is considering displacing into is within three percent (3%) of the maximum of the salary range for the position currently held by the employee.
- (e) Should the employee displace into a position with a salary range considered to be the same, the employee will be paid at the same increment level that they currently hold.
- (f) In the event an employee chooses not to exercise their rights under 2505 (b) above, the employee shall be placed on layoff.

- 2506 Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.

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

- 2507 Notwithstanding Article 3107 additional available shifts/hours shall be offered to an employee on layoff, before part-time and casual employees, provided the employee possesses qualifications and ability sufficient to perform the required work. The employee on layoff will receive preferential consideration for the assignment of additional available shifts/hours provided that this will not result in the employee working in excess of their previous EFT commitment. Notwithstanding Article 1908, when an employee does not work part or all of said additional available shifts/hours, for any reason, payment shall be made only in respect of hours actually worked.

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

- (a) Vacation shall be calculated in accordance with Article 1503 and shall be paid at the prevailing rate for the employee on each pay deposit, and shall be prorated on the basis of hours paid at regular rate of pay;
- (b) Income protection accumulation shall be calculated as follows:

$$\frac{\begin{array}{c} \text{Additional available hours} \\ \text{worked by the laid off} \\ \text{employee} \end{array}}{\text{Full-time Hours}} \times \text{Entitlement of Full-time Employee}$$

- (c) Seniority shall be calculated in accordance with regular paid hours;
- (d) The employee shall be paid **five percent (5.0%)** of the basic rate of pay in lieu of time off on General Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay deposit;
- (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/hours or works in a term position shall not extend the three (3) year period referenced in Article 1206 (c). 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.

- (g) Employees working such additional shifts shall retain their increment step for their previous position they had prior to being placed in layoff.

2508 In the event of a permanent layoff, accumulated vacation, General Holidays, and banked overtime shall be paid out at the time of the layoff. In the event of a temporary layoff, an employee may request to have their accumulated vacation, General Holidays and banked overtime paid out. Any remaining hours within these banks will be paid out at the appropriate year end in accordance with the Collective Agreement.

2509 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.

2510 Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.

2511 A recalled employee must communicate with the Employer by telephone within seven (7) calendar days of notice of recall being delivered.

2512 Recall

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

2513 Recall shall be made in writing either by personal service or registered mail and shall provide for at least one (1) week's notice to report back to work. To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with their current address, and contact information, and further, must inform the Employer of any address changes.

2514 *Applicable to SHEO and WCHREO only*

Laid off employee shall be recalled in seniority order to vacancies occurring at the originating site in equal or lower EFT status and in equal or lower paid classifications provided they possess qualifications and ability sufficient to perform the required work.

*Applicable to NHREO and SHREO only*

Laid off employees shall be recalled in order of seniority to vacancies occurring at the originating site and at other sites within the Employer, within a fifty (50) kilometre radius of the originating site. Such recall shall be to



vacancies in equal or lower paid classifications and in equal or lower EFT status provided that the employee possesses qualifications and ability sufficient to perform the required work.

This will not preclude the employee from requesting in writing, at the time of layoff or subsequently, recall to sites outside the fifty (50) kilometre radius.

2515 Should a laid off employee be recalled to a term position, the provisions of the Collective Agreement shall apply as modified hereinafter:

- (a) an employee who is awarded a term position which is of a lesser EFT than what the employee occupied immediately prior to layoff, shall continue to be entitled to preferential consideration for the assignment of additional available hours in accordance with Article 3107 (a) providing that this will not result in the employee working in excess of their previous EFT commitment;
- (b) at the expiry of the term position, the employee will return to the recall list;
- (c) any vacation earned during a term position will be paid out at the end of the term position unless the employee secures another position prior to the end of it.

2516 The right of an employee who has been laid off to be recalled will be forfeited in the following circumstances:

- (a) if the employee did not communicate with the Employer as specified in 2511, or;
- (b) if the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer, or;
- (c) a thirty-six (36) month period has elapsed since the initial date of layoff.

2517 The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that they decline employment in a lower classification or lower EFT than the employee held prior to layoff, shall not terminate for failure to report for duty in that instance.

## **ARTICLE 26: TRANSPORTATION ALLOWANCE**

2601 If the Employer requires an employee to:

- (a) Arrive at or leave the facility between 0001 and 0600 hours and if they do not have their own transportation and if public transportation is not readily available, the Employer will reimburse the employee for taxi fare.
- (b) Return to the worksite on a callback shall be paid the prevailing Province of Manitoba mileage rate per kilometre for use of their own personal vehicle subject to a minimum of **five** dollars (\$5.00) and a maximum of twenty-five dollars (\$25.00) return trip or reimbursed taxi fare/Uber-type to and from the worksite subject to a maximum of twenty-five dollars (\$25.00).

*Not applicable to Home Care Direct Service Staff or Mental Health Proctors*

- (c) (i) Use their own personal vehicle during the course of their duties, for Employer business which has been pre-authorized by the Employer, the employee shall be reimbursed in accordance with the applicable prevailing Province of Manitoba mileage rates with a minimum of **five** dollars (\$5.00) per return trip.
- (ii) On a regular basis, to use their own personal vehicle during the course of their duties, for Employer business which has been pre-authorized by the Employer, to travel to meetings and appointments within the community area, often within a few kilometers or less, the Parties agree that the minimum payment per trip shall not apply.

2602 Escort Duty

An employee reporting for work and/or assigned to escort duty shall be paid at the appropriate rate of pay for time involved with the patient, with a minimum guarantee of three (3) hours pay. Where such escort duty results in the employee being away from the work site for four (4) hours or more, the employee shall be reimbursed **twelve dollars (\$12.00)** for the purchase of a meal.

## **ARTICLE 27: EDUCATION AND TRAINING**

2701 Employees shall be encouraged to improve their abilities by participation in available training programs.

2702 After written application from an employee and at the sole discretion of the Employer, necessary **paid** time off and/or subsidies may be granted to the employee to attend educational, **continuing education required by their designation, and** training programs, which are relevant to their employment with the Employer. **Such leave will not be unreasonably denied.**

2703 Course Attendance

- (a) (i) Where the Employer requires an employee to attend educational conferences, workshops, programs, certifications or courses during their regular hours of work, the employee shall be paid their regular rate of pay (at straight time rates). The Employer shall pay all registration/tuition fees and approved expenses.
- (ii) Where the Employer requires an employee to attend educational conferences, workshops or courses outside of their regular hours of work, the employee shall either be paid their regular rate of pay (at straight time rates), or the employee's hours of work shall be changed in accordance with the provisions of the Collective Agreement to accommodate the schedule of the program attended, and they shall be paid their regular pay (at straight time). The Employer shall pay all registration/tuition fees and approved expenses.
- (b) An employee required by the Employer to attend educational conferences, workshops, or courses (outside of their city/town or an eighty (80) km boundary) that requires an overnight stay of one night or more, shall be paid as follows:
  - (i) Where the employee leaves for, or attends the conference, workshop or course during their regular work day, they shall be paid their regular day's salary for that day.
  - (ii) Where the employee attends a course or conference outside of their regular working hours, for each twenty-four (24) hour period the employee is away, including travel and program time, the employee shall be paid their regular day's salary for their normal shift length. Anything past their regular shift length shall be paid the regular rate of pay prorated for less than twenty-four (24) hour periods.
  - (iii) Travel time to or from an educational conference, workshop, or course outside of regular working hours, where an employee has also worked a full shift on that same day, shall be paid at their regular rate of pay.

- (iv) All travel arrangements and accommodations must be approved by the Employer in advance.
- (v) Employees are entitled to cash advances for anticipated expenses related to an out-of-town trip.

2704 An employee shall be entitled to a leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications provided the examination is related to their employment with the Employer.

2705 Where the Employer requires an employee to attend educational events or staff meetings during non-working time, the Employer shall pay for the time of such attendance at straight time rates.

**It is understood that individual employee meetings are not considered staff meetings for the purposes of this Article.**

2706 Unless mutually agreed otherwise, employees who are hired by the Employer in an underfill capacity shall pay for any training and/or education required to achieve the minimum qualifications of the position they are underfilling.

2707 Education, training, workshops or courses necessary to achieve a federal, provincial or municipal certification, licensure or ticket which is necessary for the employee's classification as stipulated in the specific job description, including any mandated recertification, renewal or relicensing, will not be subject to Employer payments as noted above and the employee will be responsible for all associated costs. **However, at the sole discretion of the Employer mileage and expenses such as parking may be reimbursed.**

This shall also apply when a regulatory body requires educational conferences, workshops or courses to be taken to maintain a ticket, license or certificate.

## **ARTICLE 28: NOTICE OF TERMINATION OF EMPLOYMENT**

2801 An employee may terminate their employment by giving four (4) weeks' written notice, exclusive of vacation.

Employees wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which an employee will perform their regular duties.

- 2802 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee; or
  - (b) during the probationary period of an employee without recourse to the grievance procedure; or
  - (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 2803 The Employer may give equivalent basic pay in lieu of notice.
- 2804 Subject to other provisions contained in this Agreement relative to termination of employment, the Employer will make available all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement on the pay deposit applicable to the pay period in which the termination date has occurred. 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.
- 2805 The employee agrees to return all equipment, keys, identification, uniforms, and other items belonging to the Employer upon termination.

#### **ARTICLE 29: DISCIPLINE AND ACCESS TO PERSONNEL FILES**

- 2901 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Senior Administrative Officer as determined by the Employer or designate. Such employee shall be advised promptly in writing, either by registered mail or personal service, of the reason for dismissal or suspension, with a copy being sent to the Union Representative.
- 2902 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union Representative if they so desire.
- 2903 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.

- 2904 Upon written request, an employee shall be given the opportunity to examine any document which is placed in their personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against the employee, and the employee's reply to any such document shall also be placed in their personnel file. Upon written request the employee shall also receive an exact electronic copy of any document forming part of their file at their own expense. The Employer shall endeavor, where reasonably possible, to provide the copy within three (3) business days.
- 2905 An employee accompanied by a Union Representative if the employee so elects, may examine their personnel file on request within seven (7) calendar days. The employee shall have recourse to the grievance procedure to dispute any derogatory entry in their personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 2906 An employee required by the Employer to attend a disciplinary, investigative and/or attendance support meeting outside of their regular scheduled hours shall be compensated at the appropriate rate of pay for the duration of the time the employee is in attendance at the meeting.
- 2907 There shall be one (1) personnel file maintained by the Employer for each employee.
- Applicable to WCHREO only*
- There shall be one (1) personnel file maintained by the site for each employee.
- 2908 Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

### **ARTICLE 30: EMPLOYEE BENEFITS**

#### **3001 Dental Plan**

- (a) *Applicable to CCMB and HSC only*

The current dental plan will pay a percentage of basic and major dental expenses in accordance with the Manitoba Dental Association fee schedule in place at the time the services are provided.

(b) *Applicable to all sites except HSC and CCMB*

The Parties agree that during the life of this Agreement, the HEB Manitoba (Healthcare Employee Benefit Plans) sponsored Dental Plan will be cost-shared on a 50/50 basis.

3002 Healthcare Employee Benefit Plans (HEB) Disability and Rehabilitation Plan

The HEB Manitoba Disability and Rehabilitation Plan shall continue to be implemented for all eligible employees. The Employer will contribute to a maximum of 2.3% of base salary to fund the HEB Manitoba Disability and Rehabilitation Plan.

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

It is understood that the elimination period for the HEB Manitoba Disability and Rehabilitation plan is one hundred and nineteen (119) calendar days.

- 3003
- (a) The Parties agree to participate in the HEB Manitoba Pension Plan (HEPP) in accordance with its terms and conditions including established contribution rates as set out in the HEB Manitoba Pension Plan Trust Agreement, HEB Manitoba Pension Plan text and other applicable written policies and guidelines.
  - (b) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this Agreement but shall be subject to adjudication in accordance with the terms of HEPP.
  - (c) In the event that the contributions required by the HEB Pension Plan text are not sufficient to fund the necessary pension benefits, the Parties to this Agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

- 3004 All employees 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 receiving Employer. 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 will be legacied 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 legacied to these plans.

3005 Extended Health Care Plan:

- All employees who are enrolled or become enrolled in accordance with the options set out below will be in the HEB Manitoba Extended Health Care Plan.
- New employees will, as a condition of employment, be required to participate in the Plan subject to plan text enrolment requirements unless they are eligible to waive participation in accordance with the plan text.
- Plan premiums will be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

Any other enrolment changes will be as per the HEB Manitoba plan text.

3006 Health Spending Account (HSA):

- A Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available to top up the existing benefits provided in the HEB Manitoba Disability "Enhanced" Extended Health Benefit Plan and the HEB Manitoba Dental Plan.
- The annual HSA benefit amounts shall be:

**Effective August 1, 2023**

- **\$1,250 for full-time employees;**
- **\$1,000 for part-time employees.**
- For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if the employee has been paid by the Employer for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.



- A “year” or “the annual HSA benefit” is defined as the calendar year - January 1<sup>st</sup> to December 31<sup>st</sup>.
- In order to be eligible for the HSA an employee must be enrolled in the Extended Health Care Plan.
- New employees who become enrolled in the Extended Health Care Plan will commence HSA coverage following one (1) year participation in the Extended Health Care Plan.
- Unutilized HSA monies are not carried over to the subsequent year.

3007 Premiums when on Unpaid Leave of Absence (LOA)

Employees will pay the Employer’s and the employee’s share of Group Health, Dental, Group Life and Disability & Rehabilitation (D&R) when on any 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 employee’s wages are being paid by the Employer, the Employer will pay the Employer’s share of the premiums on the condition the employee is paying their share.

3008 *Applicable to Riverview Health Centre only*

Group Life Insurance Plan

The following summary explains the main features of the Group Life Insurance Plan. It should be used as a guide only. The Group Insurance Plan Bylaw 5644/91 must be consulted for the purpose of interpreting or applying the provisions of the program.

(a) Commencement of Insurance

On the first day of the pay period after the employee becomes a member of the Plan.

(b) Amount of Insurance

The amount of insurance on the life of each employee participating in the Plan is equal to one (1), three (3) or four (4) times the employee’s yearly earnings rate.

For this purpose, each employee’s yearly earnings rate shall be determined by using the following procedure:

- (i) if a member is employed in a permanent position, the member's average earnings for the thirteen (13) pay periods immediately prior to the date as at which the calculation is being made. If the member did not receive earnings in each of these thirteen (13) pay periods, the member's earnings for the period covered by these pay periods shall be divided by the number of pay periods for which the member received earnings; or
- (ii) if the member is employed in a temporary position, the member's earnings for the twenty-six (26) pay periods immediately prior to the date as at which the calculation is being made, divided by twenty-six (26);

Each employee will be insured for an amount of insurance equal to two times their yearly earnings rate unless the employee indicated that they want the amount of insurance to be equal to one (1) or three (3) times the yearly earnings rate.

(c) Termination of Insurance

Each employee's insurance terminates on the last day of the pay period in which the employee terminates service, unless they are receiving a pension from the Civic Employees' Pension Plan. If they are receiving a pension the employee can continue to be insured. The Plan provides for a Group Term Conversion Privilege. Please contact the Board for information.

(d) Amount of Insurance after Pension Commences

(i) Prior to age 65:

If the employee is not receiving a disability pension but has retired, fifty percent (50%) of the amount of the insurance in effect on their life immediately prior to retirement (but only with respect to one (1) or two (2) times yearly earnings).

(ii) After age 65 and prior to age 70:

Twenty-five percent (25%) of the amount of insurance in effect on the employee's life immediately prior to retirement (but only with respect to one (1) or two (2) times yearly earnings).

(iii) After age 70:

Fifteen percent (15%) of the amount of insurance in effect on the employee's life immediately prior to retirement (but only with respect to one (1) or two (2) times yearly earnings).

(e) Death Benefit

Your group life insurance will be paid in a lump sum to your designated beneficiary or estate in the event of your death.

(f) Disability

While receiving a disability pension from this Plan, disability income from a group insurance policy issued to the City, or in receipt of periodic payments from Workers Compensation, provided a member has not yet attained age 65 and has paid all contributions which have become due, the amount of insurance will be determined in accordance with section (b) above.

(g) Who Pays for the Cost of My Insurance?

You and the Centre share the cost.

3009 *Applicable to Riverview Health Centre only*

The Parties acknowledge the incorporation of Riverview Health Centre as a separate legal entity, with ties to City of Winnipeg for pension purposes. Therefore the pension plan shall be as follows:

Pension Plan

- (a) The Parties agree to participate in the Winnipeg Civic Employee Benefits Program (the "Program") and to be bound by its terms and conditions, including any applicable trust agreements, plan texts or other governance documents, written policies and guidelines. The Program shall consist of the Winnipeg Civic Employees' Early Retirement Benefits Arrangement, Long Term Disability Plan, Pension Plan;
- (b) Any disputes with respect to member benefits under the Program shall not be subject of the grievance and arbitration procedure under this Agreement, but shall be subject to adjudication under the terms of the Program documents and such procedures that the Program Trustees may adopt from time to time, or such procedures as may otherwise be available at law.

## **ARTICLE 31: SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES**

### 3101 Assignment

A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement in consultation with the Union. At no time shall a part-time employee accrue seniority or benefits greater than full-time equivalent for their classification in accordance with Article 1801 (e.g., 1885, 1950, 2015 and 2080 hours) in any one year.

### 3102 Income Protection in Case of Illness

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

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

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

### 3103 Annual Vacations

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

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

- (b) Part-time employees may select and take vacation only for the amount of vacation hours accrued, up to their EFT, in accordance with the hours earned in (a) above.
- (c) A part-time employee is only able to use accrued vacation for time off up to their established EFT. Vacation pay accrued above the employee's established EFT in accordance with (a) will be taken as vacation payout at the employee's basic rate of pay at the beginning of each vacation year.
- (d) Unless otherwise specified, vacation pay for part-time employees shall be for the full shift taken.

- (e) Unless otherwise specified, all accrued vacation not taken during the vacation year shall be paid out by the end of the vacation year.

#### 3104 General Holidays

- (a) Part-time employees will be paid **five percent (5%)** of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular pay deposit.
- (b) Where a general holiday falls on a part-time employee's normally scheduled day of work, and the employee is not scheduled to work due to service reductions, the Employer, at the request of the employee, will endeavor to schedule an equivalent number of hours within the pay period payable at straight time rates. This request must be made prior to the date of the recognized holiday and is subject to availability of work and shall not be unreasonably denied.

#### 3105 Overtime

##### (a) Eight (8) Hour or Less Shift Patterns

Part-time employees shall be entitled to overtime rates in accordance with Article 2002 when authorized to work in excess of the daily or biweekly hours of work as specified in Article 1801 or the normal equivalent full-time hours in the biweekly pay period as per each unit/base location/site as specified in Article 2001.

##### (b) Applicable to "10" and "12" Hour Shift Patterns

Part-time employees shall be entitled to overtime rates in accordance with Article 2002 when authorized to work in excess of the daily or biweekly hours of work as specified in Article 1801 or the normal full-time hours in the posted shift schedule in effect on each unit/base location/office as specified in Article 2001.

#### 3106 Increments

Salary increments for part-time employees will be granted after the completion of the appropriate equivalent full-time annual hours of work with the Employer as specified in Article 1801 until the maximum of the appropriate salary schedule is attained.

#### 3107 Assignment of Additional Hours

- (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when

available providing they are qualified and able to perform the required duties (for Home Care Direct Service Staff employees this shall include but is not limited to client continuity, client specific training, gender and/or availability of vehicle). Such additional hours shall be distributed (offered) as equitably as reasonably possible. It is recognized that seniority will be a prioritizing factor in determining an equitable distribution of work.

- (b) 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.

*Applicable to Home Care Direct Service Staff only*

Any additional hours assigned to a part-time employee may be cancelled prior to its commencement and the employee is not entitled to be paid for those assignments.

- (c) Where, subsequent to the shift being worked, a proven Employer error is identified in relation to the seniority factor, the employee will be scheduled for a shift, similar to the shift that was missed, at a mutually agreeable time within thirty (30) days of confirmation of the error. The shift will be supernumerary at the time of scheduling.
- (d) Should the part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, the employee will henceforth be offered additional hours at the sole discretion of the Employer.
- (e) Where a part-time employee is unable to work all or part of additional hours for any reason, payment shall be made only in respect of hours actually worked.
- (f) Additional hours worked by a part-time employee shall be included when determining an employee's seniority, accumulated vacation pay, accumulated income protection credits, pre-retirement leave and general holiday pay in accordance with Article 3101.
- (g) No benefits other than those referenced in (f) above shall be based on additional hours.
- (h) A part-time employee who works additional available hours in a lower paid classification shall be remunerated in accordance with Article 1405. An employee who works additional available hours in a higher classification shall be remunerated in accordance with Article 1404 (a).

- (i) Part-time employees will not be provided preference for additional hours during the employee's scheduled vacation period, income protection, or any other period of paid or unpaid leaves of absence.
- (j) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 1408, the employee shall be entitled to income protection benefits and bereavement leave.
- (k) The Employer and the Union agree that this Article shall not prevent the Employer from offering a maximum of two (2) shifts to a part-time employee per calendar month only when the Employer has identified that an employee requires the shift(s) to retain skills within a secondary classification. It is further understood that this shall be an exception to the rule, therefore where the Union advises the Employer that such shift(s) have been offered to an individual employee on a more frequent basis then is deemed acceptable, the Parties shall meet to negotiate a mutually agreed upon resolve.
- (l) When part-time employees are offered and accept additional shifts that are outside the regularly assigned schedule, it shall not be construed as a change of shift or eligible for overtime payments, unless the employee works in excess of the daily or biweekly hours of work, as specified in Article 18.

3108 Callback

Part-time employees required to report back to work outside of their regular working hours shall be paid at the applicable rate of pay for all hours worked or a minimum of three (3) hours whichever is greater. Where the employee is called in within two (2) hours prior to the commencement of their next scheduled shift, the employee will be paid at the applicable rate of pay for all time worked prior to the starting time of the next scheduled shift.

3109 Part-time employees shall be entitled to leave as identified within the provisions of Article 17.

**ARTICLE 32: SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES OCCUPYING MORE THAN ONE POSITION**

3201 Occupying More Than One Position - Concurrent Employment

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

- (a) Part-time employees shall be eligible to apply for and be awarded more than one (1) part-time position. Where it is determined that it is not feasible for the successful applicant to work in more than one position, the successful applicant will have the option of assuming the position applied for and relinquishing their former position. If approved it is understood that at no time will the arrangement result in a violation of this Agreement or additional cost to the Employer.
- (b) At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT.
- (c) Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time (i.e. the status will not be converted to full-time), and the provisions of Article 31 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.
- (d) All salary and benefit plans shall be applied on the basis of all regular hours worked.
- (e) Seniority, vacation, income protection and retirement bonus shall be accrued on the basis of regular hours worked.
- (f) Requests for scheduling of such absences as vacation, paid or unpaid leaves of absence shall be submitted to each department/site supervisor/manager and will be considered independently based on the operational requirements of each department/site.

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

- (g) Employees taking on an additional position will be subject to a three (3) month trial in accordance with Article 1403.
- (h) Where an approved arrangement is subsequently found to be unworkable by the Employer, upon two (2) weeks' written notice, the affected employee will be required to relinquish one of the positions occupied. The employee shall have the option of being offered additional available hours in the same occupational classification and at the same site where the position was relinquished and in the same manner as laid off employees are offered such shifts under Article 2507. Such preferential consideration shall apply for a period of one year or until such time as the employee secures an alternate position, whichever occurs first.



- (i) Where an approved arrangement is later found to be unworkable by the employee, the employee shall be required to give two (2) weeks' written notice, exclusive of vacation, that the employee wishes to relinquish one of the positions held.
- (j) The provisions of 1902 (b) may be waived by mutual agreement between the Employer and the employee.

### **ARTICLE 33: SPECIAL PROVISIONS RE. CASUAL EMPLOYEES**

3301 "Casual employee" shall mean a person who replaces an absent employee or is called in to supplement staff coverage. The terms of this Agreement shall not apply to such casual employee, except:

- (a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.
- (b)
  - (i) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
  - (ii) Salary increments for casual employees will be granted after the completion of the appropriate equivalent full-time hours of work with the Employer until the maximum of the appropriate salary schedule is attained.
- (c) Casual employees shall be entitled to the shift premium(s) outlined in Article 22.
- (d) Casual employees required to work on a general holiday shall be paid at the rate specified in Article 1602.
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Articles 2001 and 2002.
- (f) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees as stated in Article 2.
- (g) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
- (h) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.

- (i) Casual employees reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at their basic rate of pay.
- (j) Casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where the casual employee does not achieve permanent status, accrual of seniority shall also include any hours worked in a term position or hours worked in the probationary period of a permanent position. Where a vacancy is not awarded to a full-time or part-time employee in accordance with Article 1202 and 1401 (b), the position shall be awarded to the most senior casual applicant within the site subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record. The seniority hours accrued during the period of casual employment shall not be carried over to a permanent employment.
- (k) Casual employees will be paid five percent (5%), of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular pay deposit.
- (l) A full-time or part-time employee who resigns and who, within thirty (30) calendar days, is rehired as a casual employee shall be paid at the same increment step as the employee received in their former position.
- (m) Articles 10 and 11 herein apply only with respect to the terms of this article.

#### **ARTICLE 34: SPECIAL PROVISIONS RE. HOME CARE DIRECT SERVICE STAFF AND MENTAL HEALTH PROCTORS**

**3401** Where legitimate unforeseen circumstances arise that necessitate the employee work beyond their scheduled hours, without an opportunity to obtain prior authorization, the employee shall document same on their time sheet to substantiate the reason for the additional work. Payment for the additional work, at the appropriate rate of pay, shall not be unreasonably denied.

#### **3402 Shift Schedules and Operation**

Shift schedules, including the available work period within which work will be scheduled, will be established for each employee and maintained. Each employee's work schedule (i.e. client assignment) will be provided to them in writing on a biweekly basis. When changes to the assignments are made

these shall be communicated verbally by the Resource Coordinator or designate with as much notice as possible.

- (a) The Employer will contact employees who have indicated they are available for additional shifts/hours on their days of rest.
- (b) The Employer may contact all employees on their days of rest only in those instances where the matter is urgent or it pertains to information which must be conveyed prior to the start of the next shift.
- (c) If the Employer reschedules/adds an assignment to an employee's shift which alters their start time, the employee shall be notified of their updated start time prior to the close of their previous shift, subject to (b) above.

**3403** Anticipated daily hours of work may be staggered. Notwithstanding, the Employer will endeavour to create consistent and predictable shifts. Where necessary to meet the EFT hour commitment of an employee or to maintain provision of service, an employee may be temporarily reassigned to other work of another base location for which they are qualified. It is understood that such reassignment will only occur within a fifty (50) kilometre radius of the originating base location unless a greater distance is mutually agreed between the Employer and the employee. Should reassignment as contemplated above not be possible, the employee shall receive pay for the scheduled hours not worked. Travel time and mileage will be paid to the employee in accordance with the Collective Agreement.

Where an employee is unable to complete their assignment due to client circumstances, the following will apply:

- (a) "Cancelled Assignments" occur when the employee arrives at the client residence and the client is not home, or the employee is notified of a cancelled assignment that day:
  - (i) the employee must call in to the appropriate office;
  - (ii) if alternate work is available at that time they will be reassigned;
  - (iii) if no alternate work is available, the employee will be paid for the cancelled assignment.
- (b) "Rescheduled Assignments" occur when it becomes known that the client will not be available for an assignment on another calendar day:
  - (i) alternate work will be provided within the available work period on the days remaining within the current pay period;

- (ii) the assignment will be as close to the employee's existing work schedule, as client/operational requirements permit;
  - (iii) if no alternate work is available within the remainder of the pay period, the employee will be topped up for the pay period for the missed assignment.
- (c) Travel time and other expenses shall be paid as applicable.

#### 3404 Transportation

- (a) Where an employee is authorized to use their privately-owned vehicle on the Employer's business the employee shall be reimbursed in accordance with the applicable **mileage** rates paid by the **Canada Revenue Agency (CRA) Mileage Rates** for all travel between work locations. Where the Employer requires the employee to use their personal vehicle or where the employee's schedule is based on the use of a vehicle, the use of the privately-owned vehicle shall be deemed to be authorized.
- (b) The Employer shall reimburse the employee for any distance travelled:
  - (i) greater than eight (8) kilometers to the first work assignment;
  - (ii) greater than eight (8) kilometers to home from the last work assignment.
- (c) Where bus transportation is approved for travel between work locations employees shall be reimbursed transit expenses and travel time as per Article 26.
- (d) Taxi fare shall be reimbursed for all travel on the Employer's business between the hours of 2400 (midnight) and 0600. Upon approval from the Employer, in instances where an employee takes a taxi for safety or other reasons, the employee shall be reimbursed for the fare.
- (e) Travel time between work locations shall be considered time worked.
- (f) Travel time from the employee's home to the first work assignment of the day shall also be considered time worked but only where:
  - (i) the first assignment is to report to a client's residence, rather than to the designated base location to which the employee normally reports; and

- (ii) the client's residence is more than twenty-four (24) kilometers away from the base location and from the employee's home.
- (g) Travel time from the last work assignment of the day to the employee's home shall also be considered time worked but only where:
  - (i) the last assignment is at a client's residence, rather than at the designated base location to which the employee normally reports; and
  - (ii) the client's residence is more than twenty-four (24) kilometers away from the base location and the employee's home.  
Employees required by the Employer to attend a training course shall be paid at their regular hourly rate for all classroom hours.
- (h) Where an employee travels by bus between assignments on a split shift, the employee shall be reimbursed bus fare and the normal time that would have been scheduled for travel between the assignments as if they were contiguous.
- (i) Where the employee is authorized to use their privately owned vehicle on a split shift the employee shall receive:
  - (i) paid mileage at the appropriate rate for the distance between the assignments; and
  - (ii) travel time as if the assignments were contiguous.
- (j) Where an employee is assigned a split shift with one (1) client, the employee shall be eligible for transportation cost and travel time to and from the client for the second and any subsequent assignments on the same day.
- (k) **Upon written request the Employer shall meet with the employee to provide or review a detailed statement to the employee for any transportation reimbursement.**

#### **3405**     Education and Training

- (a) Where the Employer requires an uncertified Health Care Aide (HCA) to take the HCA training course at an institution approved by the Employer, the employee shall be entitled to the benefits under Article 27: Education and Training.
- (b) Where an employee successfully completes an Employer approved HCA Training Course the employee shall be eligible for a promotion to

the certified Health Care Aide level. Effective the first of the biweekly pay period, following the date the Employer is notified of the successful completion, the employee shall be promoted to the certified Health Care Aide level.

## **ARTICLE 35: SPECIAL PROVISIONS RE. NORTHERN EMPLOYEES**

3501 Unless provided for otherwise in this Article 35: Special Provisions re. Northern Employees, eligibility for provisions provided for under this Article are applicable only to those employees who reside and work above the 53<sup>rd</sup> parallel.

### 3502 Northern Leave

An additional five (5) days paid Northern Leave shall be granted to a full-time or part-time employee during the vacation year. This amount will be pro-rated on regular hours worked for part-time employees. Northern Leave requests may be submitted beginning May 1<sup>st</sup> in respect to those credits accrued in the prior year or may be submitted at any time throughout the year, as discretionary days. The allocation of vacations with pay under the provisions of Article 15 shall have priority over the allocation of Northern Leave. Northern Leave credits must be taken by April 30<sup>th</sup> and will only be paid out in extenuating circumstances. Upon written request being received by the manager sixty (60) days prior to April 30<sup>th</sup>, an employee may carry over up to five (5) days Northern Leave which shall be used in the subsequent year. Such days shall be paid out if not taken by the end of the vacation year to which they were carried over.

### 3503 Biweekly Remoteness Allowance

Remoteness Allowance shall be paid to employees subject to the following eligibility criteria and conditions:

#### (a) Eligibility Claim

An eligibility claim for the payment of dependant(s) or single rate of allowances shall be submitted to the Employer when first requesting the allowance, and renewed thereafter, if requested by the Employer or when any change in dependant claims.

#### (b) Single or Dependant Allowance

Subject to point 3. that follows, the Single Allowance will be paid to employees that have established a residence in a location designated as a Remote Location and who are eligible for the payment of

Remoteness Allowance. Claims for dependant's allowance will be subject to the following criteria and conditions:

- (i) The employee shall be supporting one or more dependants where a dependant includes:
  - a spouse or common-law spouse including same sex partner, living with and dependent on the employee for main and continuing support;
  - an unmarried child under eighteen (18) years of age;
  - an unmarried child over eighteen (18) years of age but under twenty-one (21) years if in full-time attendance at school or university or similar educational institution;
  - an unmarried child of any age with a mental or physical disability, provided such a child is dependent on the employee for support.
- (ii) 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 dependant's rate.
- (iii) Where both spouses or common-law partners are employees of the Employer to which these eligibility criteria apply, the dependant rate shall be paid to one spouse or common-law partner only and the other spouse or common-law partner will not receive either the dependant or single rate of Remoteness Allowance, or the employees can receive one-half ( $\frac{1}{2}$ ) of the dependant rate each.

(c) 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 employee's work site. In any case where the employee does not have a residence established on a continuing basis in relation to their work site the location of the employee's work site as established by the Employer, shall be considered the location for Remoteness.

(d) Calculation of, and Eligibility for, Daily Rates

Remoteness Allowances are to be determined separately from hourly wage rates.

Remoteness Allowances are to be considered on a daily basis i.e. 1/10<sup>th</sup> of the biweekly rate, up to a maximum amount for the biweekly period, in addition, the employee shall receive 1/10<sup>th</sup> of the biweekly rate for every day the employee is at work irrespective of the number of hours worked, so long as a minimum of one (1) hour is worked that day.

(e) Limitations

The Remoteness Allowances for the various sites for employees who are single or supporting dependant(s) as indicated, represent a maximum monthly taxable allowance relative to paid employment. They are payable during paid General Holidays and vacations taken during continued employment, or while receiving income protection benefits. They are not payable during period of absence without pay, nor while being paid at overtime rates or receiving any other premiums, nor included as part of regular biweekly earnings in calculation of vacation days earned upon termination of employment.

The Employer and the Union further agree that the intent and application will be applied and paid on the same basis as the Provincial Government employees and that any change to this Remoteness Allowance which is made by the Provincial Government will equally affect all employees covered under the scope of this Agreement.

(f) Rates

The biweekly Remoteness Allowances relative to each location at single and dependant rates are as follows:

		<b>Year 1 Effective 3/23/2024</b>	<b>Year 2 Effective 3/22/2025</b>	<b>Year 3 Effective 3/21/2026</b>
<b>Berens River</b>	Dependent	326.73	336.53	346.63
	Single	187.32	192.94	198.73
<b>Bissett</b>	Dependent	216.78	223.28	229.98
	Single	128.15	131.99	135.95
<b>Bloodvein River</b>	Dependent	331.61	341.56	351.81
	Single	190.49	196.20	202.09
<b>Brochet</b>	Dependent	390.29	402.00	414.06
	Single	224.73	231.47	238.41



		<b>Year 1 Effective 3/23/2024</b>	<b>Year 2 Effective 3/22/2025</b>	<b>Year 3 Effective 3/21/2026</b>
<b>Churchill</b>	Dependent	315.52	324.99	334.74
	Single	191.42	197.16	203.07
<b>Cormorant</b>	Dependent	184.21	189.74	195.43
	Single	117.48	121.00	124.63
<b>Cranberry Portage</b>	Dependent	157.85	162.59	167.47
	Single	99.44	102.42	105.49
<b>Crane River</b>	Dependent	194.45	200.28	206.29
	Single	141.27	145.51	149.88
<b>Cross Lake</b>	Dependent	351.31	361.85	372.71
	Single	203.10	209.19	215.47
<b>Dauphin River (Anama Bay)</b>	Dependent	217.92	224.46	231.19
	Single	154.65	159.29	164.07
<b>Easterville</b>	Dependent	161.14	165.97	170.95
	Single	101.74	104.79	107.93
<b>Flin Flon</b>	Dependent	136.58	140.68	144.90
	Single	84.97	87.52	90.15
<b>Gillam</b>	Dependent	280.67	289.09	297.76
	Single	169.81	174.90	180.15
<b>God's Lake Narrows</b>	Dependent	387.12	398.73	410.69
	Single	222.54	229.22	236.10
<b>God's River</b>	Dependent	392.16	403.92	416.04
	Single	225.97	232.75	239.73
<b>Grand Rapids</b>	Dependent	156.67	161.37	166.21
	Single	96.85	99.76	102.75
<b>Ilford</b>	Dependent	419.33	431.91	444.87
	Single	240.02	247.22	254.64
<b>Island lake/Garden Hill</b>	Dependent	360.65	371.47	382.61
	Single	206.01	212.19	218.56

		<b>Year 1 Effective 3/23/2024</b>	<b>Year 2 Effective 3/22/2025</b>	<b>Year 3 Effective 3/21/2026</b>
<b>Jen Peg</b>	Dependent	256.15	263.83	271.74
	Single	153.10	157.69	162.42
<b>Lac Brochet</b>	Dependent	425.33	438.09	451.23
	Single	244.00	251.32	258.86
<b>Leaf Rapids</b>	Dependent	216.65	223.15	229.84
	Single	134.47	138.50	142.66
<b>Little Grand Rapids</b>	Dependent	347.58	358.01	368.75
	Single	197.12	203.03	209.12
<b>Lynn Lake</b>	Dependent	223.74	230.45	237.36
	Single	135.46	139.52	143.71
<b>Manigotagan</b>	Dependent	216.78	223.28	229.98
	Single	128.15	131.99	135.95
<b>Matheson Island</b>	Dependent	220.98	227.61	234.44
	Single	156.69	161.39	166.23
<b>Moose Lake</b>	Dependent	233.96	240.98	248.21
	Single	144.65	148.99	153.46
<b>Negginan/Poplar Point</b>	Dependent	332.20	342.17	352.44
	Single	191.05	196.78	202.68
<b>Nelson House</b>	Dependent	239.20	246.38	253.77
	Single	146.08	150.46	154.97
<b>Norway House</b>	Dependent	312.47	321.84	331.50
	Single	178.68	184.04	189.56
<b>Oxford House</b>	Dependent	379.73	391.12	402.85
	Single	217.22	223.74	230.45
<b>Pikwitonie</b>	Dependent	306.35	315.54	325.01
	Single	183.51	189.02	194.69
<b>Pukatawagan</b>	Dependent	252.45	260.02	267.82
	Single	155.07	159.72	164.51

		<b>Year 1 Effective 3/23/2024</b>	<b>Year 2 Effective 3/22/2025</b>	<b>Year 3 Effective 3/21/2026</b>
<b>Red Sucker Lake</b>	Dependent	385.09	396.64	408.54
	Single	220.90	227.53	234.36
<b>St. Therese Point</b>	Dependent	360.65	371.47	382.61
	Single	206.01	212.19	218.56
<b>Shamattawa</b>	Dependent	412.14	424.50	437.24
	Single	239.32	246.50	253.90
<b>Sherridon</b>	Dependent	249.48	256.96	264.67
	Single	153.03	157.62	162.35
<b>Snow Lake</b>	Dependent	187.42	193.04	198.83
	Single	116.52	120.02	123.62
<b>Southern Indian Lake</b>	Dependent	396.98	408.89	421.16
	Single	228.98	235.85	242.93
<b>Split Lake</b>	Dependent	413.00	425.39	438.15
	Single	235.75	242.82	250.10
<b>Tadoule Lake</b>	Dependent	431.84	444.80	458.14
	Single	248.57	256.03	263.71
<b>The Pas</b>	Dependent	128.17	132.02	135.98
	Single	78.35	80.70	83.12
<b>Thicket Portage</b>	Dependent	305.69	314.86	324.31
	Single	183.02	188.51	194.17
<b>Thompson</b>	Dependent	204.06	210.18	216.49
	Single	143.38	147.68	152.11
<b>Wabowden</b>	Dependent	261.92	269.78	277.87
	Single	178.72	184.08	189.60
<b>Waterhen</b>	Dependent	161.83	166.68	171.68
	Single	101.20	104.24	107.37
<b>York Landing</b>	Dependent	416.60	429.10	441.97
	Single	242.65	249.93	257.43

3504 Northern Isolation/Retention Allowance

The Parties agree that a Northern Isolation/Retention Allowance shall be payable in a lump sum annually to all eligible employees with greater than two (2) years of employment from their last date of hire as determined on March 31<sup>st</sup> of each year (including full time, part time and casual) as follows:

- (a) (i) Applicable at The Pas, Flin Flon, Snow Lake, Sherridon, and Cormorant
  - **Effective April 1, 2024: \$7,000.00 for each full-time employee**
- (ii) Applicable at Thompson, Gillam, Leaf Rapids, Lynn Lake and Bay Line communities
  - **Effective April 1, 2024: \$8,250.00 for each full-time employee**
- (iii) Applicable at Churchill
  - **Effective April 1, 2024: \$8,250.00 for each full-time employee**
- (b) The above amount shall be prorated on the basis of all regular hours worked or paid in the previous twelve (12) month period (April 1<sup>st</sup> of the previous year to March 31<sup>st</sup> of the current year). For an employee to be eligible for any portion of the annual lump sum amount, they must be employed as of March 31<sup>st</sup> of the current year.
- (c) The Parties further agree that such lump sum payment shall be provided to applicable employees within one full (1) pay period of the last date of the biweekly period following March 31<sup>st</sup> of each year. This lump sum payment shall be paid on a separate deposit without a surcharge.

**ARTICLE 36: COMMITTEES**

3601 Labour/Management Committee

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

- (b) The Committee shall be composed of equal representation from the Employer and the Union with the total committee representation not to exceed eight (8) members. The Union committee may at any time have a representative from the Canadian Union of Public Employees.
- (c) The Committee shall meet at a mutually agreeable time at the request of either Party subject to ten (10) calendar days' notice being given but not less than quarterly unless otherwise mutually agreed. An agenda will be prepared by the calling party with input from the other party and shall be distributed five (5) calendar days prior to the meeting taking place.
- (d) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

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

#### 3602 Workplace Safety and Health Committee

- (a) A joint union/management Workplace Safety and Health Committee, as per *The Workplace Safety and Health Act*, shall be established to examine all aspects of safety and health within the workplace having regard for:
  - (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.
- (b) The size of the committee shall be determined taking into account the factors listed above. Each Party shall appoint their representatives.
- (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting,

investigating, and reviewing health and safety conditions and practices within the workplace. The duties of the Committee include, but may not be limited to:

- (i) the receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers;
- (ii) participation in the identification of risks to the safety and health of workers or other persons, arising out of or in connection with activities in the workplace;
- (iii) the development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;
- (iv) cooperation with the occupational health service, if such a service has been established by the Employer;
- (v) cooperation with a safety and health officer who is exercising their duties under *The Workplace Safety and Health Act*;
- (vi) the development and promotion of programs for education and information concerning safety and health in the workplace;
- (vii) the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the Committee; and
- (viii) such other duties as may be specified in *The Workplace Safety and Health Act* regulations.

3603 Workplace Safety and Health Committee

- (a) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with *The Workplace Safety and Health Act* of Manitoba and will comply with *The Workplace Safety and Health Act* of Manitoba.
- (b) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members, and posted on appropriate bulletin boards.
- (c) Recommendations for corrective actions for unresolved issues shall be referred, in writing, to the Senior Administrative Officer as determined by the Employer (or designate) and a response shall be provided to the

Workplace Safety and Health Committee within a reasonable period of time.

### **ARTICLE 37: TECHNOLOGICAL CHANGE**

3701 Technological change shall mean the introduction by an Employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer 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 adversely affect the classification of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either Party to arbitration as provided for under the terms of this Agreement.
- (d) *Applicable to Riverview Health Centre only*

An employee who has availed themselves of the Employer's retraining program shall receive their former salary on a red-circled basis for a maximum of fifty-two (52) pay periods or until the salary of the new classification reaches their former rate, whichever occurs first.

### 3702 Transfer Arrangements

An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy at the site of current employment for which the employee has the seniority and for which the employee has the qualifications and ability to perform. If there is no vacancy, within the site of current employment, the employee will be given the opportunity to fill a vacancy within the same Employer within a fifty (50) kilometre radius of the originating site for which the employee has the

qualifications and ability to perform. This shall not preclude the employee from requesting consideration for vacancies with the same Employer outside the fifty (50) kilometre radius. If there is no vacancy, the employee shall have the right to displace employees with less seniority in accordance with the provisions of Article 25.

### 3703 Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

## **ARTICLE 38: UNIFORMS AND PROTECTIVE CLOTHING**

- 3801 (a) Where employees are not provided a uniform by the Employer, but are required to wear a uniform while on duty, the Employer shall provide such employee with a uniform allowance of ten cents (\$0.10) per hour for all hours worked.
- (b) When an employee is receiving the above allowance, the uniform must conform to the standards established by the Employer. The employee will be responsible for the purchasing, laundering and maintaining of said uniform.
- (c) When an employee is provided a uniform, the Employer may elect to launder, alter and/or maintain the uniform. Where the Employer does not elect to launder, alter and/or maintain the uniform, the employee will be responsible for the laundering, altering and maintenance of the uniform. If uniforms provided become damaged or are no longer presentable during the course of their duties, the Employer will replace said uniform piece. All such items remain the property of the Employer and must be accounted for upon request and returned on termination or transfer to a classification where they are no longer required, or the cost of same will be deducted from the employee's regular or final pay deposit.
- 3802 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 safety and personal protective equipment where required.



- 3803 (a) In recognition of the fact that, as a direct result of performing their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation, following documentation of and receipt of the incident, conditional upon the Employer's procedures and policies having been followed. The validity of such compensation payment will be determined by the Employer.
- (b) Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

3804 Where the Employer requires that CSA approved safety footwear be worn, the employee shall be provided with a safety footwear allowance to a maximum of one hundred thirty-five (\$135) dollars every twelve (12) months or two hundred seventy dollars (\$270) every twenty-four (24) months upon presentation of satisfactory proof of purchase and provided that the footwear purchased is appropriate for the risk associated with the workplace.

New employees will receive the allowance upon completion of their probationary period. An employee must wear safety footwear at all times while at work.

Notwithstanding the above, where the Employer provides a voucher to the employee to use towards the purchase of safety footwear, no safety footwear allowance shall be payable.

**3805 Inclement Weather Gear**

***Applicable to St. Boniface Hospital and Victoria Hospital Only***

**In accordance with the St. Boniface Hospital Employer Policy Working in Extreme Weather Environments and the Victoria Hospital current practice, the Employer will provide employees with inclement weather gear. Individual inclement weather gear will be provided for each person.**

**Such inclement weather gear shall remain on site and be used only during work duties.**

**ARTICLE 39: OVERPAYMENTS**

- 3901 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the

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

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

3902 The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.

Where the value of overpayment is ten percent (10%) or less of the employee's normal biweekly gross earnings and is less than one hundred and fifty dollars (\$150.00), a detailed breakdown and a proposed recovery schedule will be included with the letter to the employee and a copy provided to the Union.

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

3903 "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.

3904 (a) All under deductions are considered to be an accounts receivable and will be deducted from an employee's wages when discovered by the Employer.

- (b) 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. The proposed deduction is made over a period of time that is the same as the length of the under deduction.
- (c) 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.
- (d) Employee Benefit Forms / Under Deduction

An employee failing to submit their benefit and/or pension forms on a timely basis or to ensure appropriate notification prior to a return from leave of absence may result in an under deduction.

In order to initiate or maintain continuity of benefits and pension contributions, under deductions will be corrected as soon as possible with the Employer and the employee making their required contributions.

Failure to do so may negate the availability of these benefits to the employee or may result in the employee having to provide evidence of proof of insurability to the benefit provider.

#### **ARTICLE 40: INDIGENOUS REPRESENTATIONAL WORKFORCE**

- 4001 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.
- 4002 The Union 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;
- (c) Implement educational opportunities for all employees to promote awareness of cultural diversity with an emphasis on Indigenous peoples. This will include enhanced orientation sessions for new employees to ensure a culturally safe environment. Anti-racism education will be offered.

#### 4003 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 41: LEGAL LIABILITY AND INVESTIGATIVE PROCEEDINGS**

- 4101 The Employer shall provide liability insurance coverage under the terms and conditions of the insurance provider.
- 4102 (a) **Upon the employee notifying the Employer of any charge of a criminal offense arising out of an employee's action(s) while carrying out employment duties, the Employer, the employee, and the Union (if requested by the employee) shall forthwith meet and appoint counsel that is mutually agreeable to both parties and subject to the following conditions:**
- (i) **The employee shall have the sole right to instruct legal counsel;**
  - (ii) **Reasonable legal fees and disbursements shall be reimbursed by the Employer upon receipt of legal**

documentation confirming that the employee was found not guilty (including if the charges are stayed or dropped) with respect to the criminal charge(s); and

- (iii) Should an employee, through legal counsel, appeal the Court's decision, reasonable legal fees and disbursements may be reimbursed by the Employer upon legal documentation advising that the appeal has been successful.
- (b) Should the parties be unable to agree upon counsel that is satisfactory to both parties, then the employee may unilaterally appoint one (1) individual as legal counsel subject to the following conditions:
  - (i) The legal counsel must be entitled to practice law in the Province of Manitoba and in good standing with the Law Society of Manitoba; and
  - (ii) The legal counsel must be qualified and competent to practice law in the area of criminal defense.

#### **ARTICLE 42: LOSS OF TOOLS/EQUIPMENT**

*Applicable to Trades, Biomedical Engineering and Imaging Equipment Techs only*

- 4201 The Employer agrees to supply employees with all necessary tools or equipment in order that employees can carry out their duties with the Employer and make replacements as necessary.
- 4202 Employees shall not use their own personal tools in the performance of their duties with the Employer.
- 4203 Employees who utilize hospital supplies, tools and equipment shall be expected to make every effort to maintain them in good working condition and to assure that they are reasonably secure from theft or loss. Should tools or equipment be stolen the employees will not be responsible for any associated costs.

**ARTICLE 43: LONG SERVICE STEPS****4301      Fifteen (15) Year Long Service Step**

- (a)      **Effective April 1, 2024, an additional Fifteen (15) Year Long Service Step equivalent to two percent (2%) shall be added to the Salary Schedule before the Twenty (20) year step.**
- (b)      **Employees shall be eligible for the Fifteen (15) Year Long Service Step identified in the Salary Schedule upon completion of the following:**
  - (i)      **Fifteen (15) or more years of continuous service as defined in Article 706; and**
  - (ii)      **The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.**

**4302      Twenty (20) Year Long Service Step**

- (a)      **Employees shall be eligible for a Twenty (20) Year Long Service Step equivalent to **two percent (2%) above the Fifteen (15) Year Long Service Step** identified in Schedule "A" upon completion of the following:**
  - (i)      **twenty (20) or more years of continuous service as defined in Article 706; and**
  - (ii)      **the employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.**

**4303      Twenty-five (25) Year Long Service Step**

- (a)      **Employees shall be eligible for a Twenty-five (25) year equivalent to three percent (3%) above the Twenty (20) Year Long Service Step identified in Schedule "A" upon completion of the following:**
  - (i)      **Twenty-five (25) or more years of continuous service as defined in Article 706; and**
  - (ii)      **The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.**

- 4304** Employees who do not meet the above criteria on April 1, 2024, shall be eligible for the **applicable** Long Service Step on the employee's anniversary date in which the employee meets **the eligibility criteria** outlined in the **appropriate Long Service Step** above.

#### **ARTICLE 44: INCLEMENT WEATHER**

- 4401** When an employee is unable to attend at work due to whiteout/blizzard conditions/**inclement weather**, the employee shall be able to utilize any banked **overtime, general holidays or vacation** time they have available to them.

#### **ARTICLE 45: WAGE INCREASES**

Prior to the General Wage Increases (GWI) being applied, a 1% Market Adjustment will be applied to all as of April 1, 2024, then;

A general wage increase of 11.25% broken down by year as follows:

April 1, 2024 – 2.5%  
 April 1, 2025 – 2.75%  
 April 1, 2026 – 3.0%  
 April 1, 2027 – 3.0%

#### **Minimum Wage Gap Adjustment**

70% of Employee Pool:

September 30, 2025	\$0.50 increase
September 30, 2026	\$0.50 increase
April 1, 2027	\$2.00 increase

Effective April 1, 2025 for multi-step salary scales, eliminate 1<sup>st</sup> Step

#### **Wage Compression Adjustment:**

Applies to Remaining 30% of Employee Pool:

September 30, 2025	\$0.45 increase
September 30, 2026	\$0.45 increase
April 1, 2027	\$1.75 increase

For those individuals who reside above the 53<sup>rd</sup> parallel, a five percent (5%) salary scale adjustment will be applied effective April 1, 2024.

**LETTERS OF UNDERSTANDING RELATING TO ARTICLE 18: HOURS OF WORK****LETTER OF UNDERSTANDING #18A  
Hours of Work and Shift Schedules****HEALTH SCIENCES CENTRE - CLINICAL TECHNOLOGY GROUP (Former OE987)****RE: NINE-HOUR SHIFT**

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This is to certify that the Employer and the Union mutually agree to implement a nine (9) hour shift for the Biomedical Engineering Technologists, Senior Biomedical Engineering Technologists, Surgical Instrument Repair Technicians and Senior Surgical Instrument Repair Technicians.

1. The regular working hours shall be based on an average of thirty-eight point seven five (38.75) hours per week and the modified workday shall not exceed a shift of eight point six seven (8.67) hours in any one day.
2. For the purpose of calculating benefit entitlements such as General Holidays, vacation accumulation, income protection accumulation, pre-retirement leave, and compassionate leave, one (1) day shall be considered as seven point seven five (7.75) hours and one (1) week shall be considered as thirty-eight point seven five (38.75) hours.
3. Compensation of authorized overtime shall be paid at the rate provided in the Collective Agreement.
4. Premium rates will be paid in accordance with the Collective Agreement.
5. General Holidays for which premium rates apply will continue to be paid at premium rates for the actual hours worked on any holiday.
6. There shall be two (2) twenty (20) minute rest periods during each nine (9) hour shift.
7. Credits for time-off in lieu of General Holiday(s), vacations, income protection, compassionate leave, or pre-retirement leave worked in accordance with the provisions of Article 18, shall be reduced by the actual number of hours utilized.
8. Any changes to this LOU or the regular hours of work for the Clinical Technology Group is subject to the Employment Security Process under Article 25 unless mutually agreed otherwise by the Parties.
9. All other provisions of the Collective Agreement not specified in this LOU shall apply to the specified classifications.



**LETTER OF UNDERSTANDING #18B**  
**Hours of Work and Shift Schedules**

**ACTIONMARGUERITE (SAINT-BONIFACE)**

**RE: 12-HOUR SHIFT FOR MAINTENANCE ENGINEERS**

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The Employer and the Union agree that implementation of a 12-hour shift schedule for Maintenance Engineers during the winter months is necessary to provide a safe environment for residents and staff. (Start and end dates may vary depending on weather.) The following is applicable to the 12-hour shifts:

1. A full-time employee will work one hundred fifty-six (156) hours per four-week schedule to be paid at straight time per actual hours worked.
2. General Holidays and vacation will be paid and accumulated as per Collective Agreement. For the purposes of one and one-half times ( $1\frac{1}{2}x$ ) pay for worked General Holidays, one and one-half times ( $1\frac{1}{2}x$ ) will be paid on the actual General Holiday (23:30 to 23:30).
3. Shift premiums will be paid as follows:
  - Evening differential between 15:30 and 23:30;
  - Night differential between 23:30 and 07:30.
4. Hours of work are:
  - Day shift 07:30 to 19:30;
  - Night shift 19:30 to 07:30.

Two (2) meal breaks (thirty (30) minutes) and two (2) rest periods (fifteen (15) minutes) must be taken on the premises.

5. Weekend premium to be paid from Friday 23:30 to Sunday 23:30.
6. Should the Employer be unable to grant time off prior to March 31<sup>st</sup> for employees banking overtime and General Holidays which occur between January 1<sup>st</sup> and March 31<sup>st</sup>, such employees shall be entitled to be paid out for such time or upon receipt of a written request, the Employer, at its sole discretion, will consider a carryover of the above time from one (1) year to the following year.

**LETTER OF UNDERSTANDING #18C**  
**Hours of Work and Shift Schedules**

**MISERICORDIA HEALTH CENTRE**

**RE: HOURS OF WORK - POWER ENGINEERS 2nd CLASS**

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This is to certify that the above Parties mutually agreed to a twelve (12) hour shift schedule for Power Engineers 2<sup>nd</sup> Class working rotating shifts. This Agreement shall form part of the Collective Agreement between the Parties.

The attached shift schedule rotates every twelve (12) weeks and may be amended by mutual agreement between the Employer and a majority of the affected Power Engineers 2<sup>nd</sup> Class working rotating shifts.

1. Hours of Work

- (a) The regular working hours for Power Engineers 2<sup>nd</sup> Class working rotating shifts shall be twelve (12) hours in one (1) day or an average of eighty (80) hours per biweekly period, inclusive of meal breaks. The difference between eleven and one-quarter (11¼) hours per day and twelve (12) hours per day shall be paid to Power Engineers 2<sup>nd</sup> Class working rotating shifts at overtime rates of pay.

- (b) The Maintenance Power Engineers 2<sup>nd</sup> Class will work a three (3) week cycle as follows:

(i)	First Week	Monday - Wednesday	7½ hours/day
		Thursday	12 hours/day
		Friday	7½ hours/day
(ii)	Second Week	Monday - Thursday	7½ hours/day
		Friday	Day off
(iii)	Third Week	Monday - Wednesday	7½ hours/day
		Thursday	12 hours/day
		Friday	7½ hours/day

The above will apply except where the Maintenance Power Engineers 2<sup>nd</sup> Class is required to work as a Relief Power Engineer during periods of illness, vacations or for other periods of absences of the Power Engineers 2<sup>nd</sup> Class working rotating shifts, per the attached shift schedule.

- (c) There shall be three (3) twenty (20) minute rest periods during each twelve (12) hour work period.

2. Overtime

- (a) Authorized overtime shall be paid at the rate provided for in the Collective Agreement.

3. General Holidays

- (a) General Holidays for which special rates apply will continue to be paid at these rates for actual hours worked on the day of the holiday. Hours worked immediately preceding or following the actual holiday will be paid at the regular rate of pay.
- (b) An employee who is eligible for pay for a General Holiday not worked will receive regular earnings for eight (8) hours.
- (c) Paid days off in lieu of the holiday will be based on an eight (8) hour day. Employees may take two (2) twelve (12) hour shifts off at regular pay in lieu of twenty-four (24) hours with pay which equals three (3) General Holidays.

4. Shift Premium

- (a) Shift premiums will be paid in accordance with Article 22.

5. Responsibility Pay

- (a) Responsibility pay will be paid to Power Engineers 2<sup>nd</sup> Class for all hours worked between 1600 - 0800 hours inclusive from Monday to Friday and for all hours worked on Saturdays, Sundays and General Holidays.

6. Income Protection

- (a) Income protection credits (sick leave) shall be reduced by the actual number of hours utilized.
- (b) Income protection credits will continue to be accumulated in accordance with Article 13.

7. Annual Vacation with Pay

- (a) Annual vacation time may be taken in twelve (12) hour days until vacation time allotted is utilized.

## 8. Miscellaneous

- (a) All provisions of the current Collective Agreement not specified in this Agreement shall apply to the Power Engineers 2<sup>nd</sup> Class.

9. Any changes to this LOU or the regular hours of work is subject to the Employment Security Process under Article 25 unless mutually agreed otherwise by the Parties.

POWER ENGINEERS - 12 HOUR SHIFT SCHEDULE MISERICORDIA HEALTH CENTRE																												
KEY	WEEK 1							WEEK 2							WEEK 3							WEEK 4						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
N	1	1	4	4	3	3	3	2	2	1	1	4	4	4	3	3	2	2	1	1	1	4	4	3	3	2	2	2
D	3	3	2		1	1	1	4	4	3	3	2	2	2	1	1	4		3	3	3	2	2	1		4	4	4
M	8	8	8	1 2	8	0	0	8	8	8	8	0	0	0	8	8	8	1 2	8	0	0	8	8	8	1 2	8	0	0
O	2 4	2 4	1 3	1 2 3	2 4	2 4	2 4	1 3	1 3	2 4	2 4	1 3	1 3	1 3	2 4	2 4	1 3	1 3 4	2 4	2 4	2 4	1 3	1 3	2 4	2 1 4	1 3	1 3	1 3
	WEEK 5							WEEK 6							WEEK 7							WEEK 8						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
N	1	1	4	4	3	3	3	2	2	1	1	4	4	4	3	3	2	2	1	1	1	4	4	3	3	2	2	2
D	3	3	2	2	1	1	1	4	4	3		2	2	2	1	1	4		3	3	3	2	2	1	1	4	4	4
M	8	8	8	8	0	0	0	8	8	8	1 2	8	0	0	8	8	8	1 2	8	0	0	8	8	8	8	0	0	0
O	2 4	2 4	1 3	1 3	2 4	2 4	2 4	1 3	1 3	2 4	2 3 4	1 3	1 3	1 3	2 4	2 4	1 3	1 3 4	2 4	2 4	2 4	1 3	1 3	2 4	2 4	1 3	1 3	1 3
	WEEK 9							WEEK 10							WEEK 11							WEEK 12						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
N	1	1	4	4	3	3	3	2	2	1	1	4	4	4	3	3	2	2	1	1	1	4	4	3	3	2	2	2
D	3	3	2		1	1	1	4	4	3		2	2	2	1	1	4	4	3	3	3	2	2	1		4	4	4
M	8	8	8	1 2	8	0	0	8	8	8	1 2	8	0	0	8	8	8	8	0	0	0	8	8	8	1 2	8	0	0
O	2 4	2 4	1 3	1 2 3	2 4	2 4	2 4	1 3	1 3	2 4	2 3 4 3	1 3	1 3	1 3	2 4	2 4	1 3	1 3	2 4	2 4	2 4	1 3	1 3	2 4	1 2 4	1 3	1 3	1 3
Key: N = Nights D = Days M = Maintenance Engineers Hours O = Off																												

The shift schedule will rotate every 12 weeks.

Pay periods will include weeks 2-3, 4-5, 6-7 etc. or 1-2, 3-4, 5-6, etc.

Overtime rates are paid on hours over seventy-five (75) hours to eighty (80) hours per pay period for regular shifts worked or any extra shifts worked.

Responsibility pay is paid for all hours of a night shift and four (4) hours of every day shift from Monday to Friday and all hours of weekend or General Holiday shifts.

Pay for General Holidays worked = twelve (12) hours x (1.5 times the regular hourly rate) plus eight (8) hours at regular pay.

Pay for General Holidays off = eight (8) hours regular pay.

Eight (8) hours off in lieu of pay for a General Holiday may be taken.

The average yearly regular hours per Power Engineer working shifts = 2079 hours (3 years @ 2076 hours and 1 year @ 2088 hours).

The Maintenance Power Engineer works 120 hours/3 weeks =  $52/3 \times 120$  hours = 2080 (2079.9) hours per year.

Every third weekend is three (3) days off.

**LETTER OF UNDERSTANDING #18D**  
**Hours of Work and Shift Schedules**

**NORTHERN REGIONAL HEALTH AUTHORITY**

**RE: 12-HOUR SHIFT AGREEMENT**

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1. Hours of Work

- (i) Regular hours of work for full-time employees shall be twenty (20) regular shifts of eleven (11) hours and thirty-seven (37) minutes (11.625 hours) duration in each three (3) consecutive biweekly periods.
- (ii) Overtime rates of pay shall be paid for time worked which exceeds an 11.625 hour shift or for time worked in excess of two hundred and thirty-two and one-half (232.5) hours in three (3) consecutive biweekly periods.
- (iii) Each shift shall be inclusive of three (3) fifteen (15) minute rest periods and exclusive of one (1) thirty-seven (37) minute meal period.
- (iv) It is understood that whenever 11.625 hours is mentioned, its equivalent eleven (11) hours and thirty-seven (37) minutes (11.37) may be used.

2. Vacation/General Holidays/Income Protection/Bereavement Leave

- (i) The number of duty days off that an employee receives under the twelve (12) hours shift schedule pattern are to correspond exactly in hours to the duty days off on a seven and three-quarter (7.75) hour shift pattern.
- (ii) An employee required to work on a General Holiday shall be paid for hours worked at the rate of one and one-half (1.5) times their basic rate of pay and, in addition, a full-time employee shall receive seven and three-quarter (7.75) hours off at their basic rate of pay, or may choose to be paid the seven and three-quarter (7.75) hours at their basic rate of pay. An employee may accumulate three (3) General Holidays for purpose of taking two (2) paid twelve (12) hour shifts off duty to be taken consecutively with scheduled days off or to complete a partial week of vacation.
- (iii) Income protection shall accrue in accordance with the terms of the Collective Agreement and will be utilized for periods of absence from scheduled duty due to accident or illness.
- (iv) Shift premium to be paid in accordance with the Collective Agreement. This allowance shall also be applicable to each hour worked after 1600

hours on a “modified” Day or Evening shift during which at least two (2) hours are worked between 1600 hours and the termination of the shift. For purposes of application of this provision, a “modified” Day shift shall mean one that commences at a different time than the majority of Day shifts worked by employees and a “modified” Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by employees. This provision shall be applicable from 1600 hours to the termination of the Day shift on a twelve (12) hour shift pattern.

- (v) Employees scheduled to be on call shall be paid in accordance with the Collective Agreement.
3. There must be mutual agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either Party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.
  4. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.

**LETTER OF UNDERSTANDING #18E**  
**Hours of Work and Shift Schedules**

**NORTHERN REGIONAL HEALTH AUTHORITY**

**RE: 12-HOUR SHIFT AGREEMENT - SWITCHBOARD/ADMITTING**

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The Employer and the Union mutually agree that the following conditions and understandings apply regarding the application of the eleven point zero eight (11.08) hour shift schedule pattern (hereinafter referred to as twelve (12) hour shift pattern).

1. Hours of Work

- (i) Regular hours of work for all full-time employees shall be three hundred and ten point two four (310.24) hours in each four (4) consecutive biweekly periods.
- (ii) Part-time employees working in a twelve (12) hour shift pattern may have shifts of seven point seven five (7.75) hours included in their shift pattern.
- (iii) Each twelve (12) hour day shift shall be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (1) thirty (30) minute meal period and one (1) twenty-five (25) minute meal period.
- (iv) Each twelve (12) hour night shift shall be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (1) fifty-five (55) minute meal period.

2. Overtime

Overtime rates will apply when:

- (i) an employee works beyond three hundred and ten point two four (310.24) hours in the four (4) consecutive biweekly periods;
- (ii) an employee works beyond eleven point zero eight (11.08) hours in a day;
- (iii) an employee, after commencing a seven point seven five (7.75) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed seven point seven five (7.75) hours.

3. Vacation

The paid time off that a staff member receives under the twelve (12) hour shift pattern is to correspond exactly in hours to the paid time off of a seven and three-quarters (7.75) hour shift pattern.



4. There must be mutual agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either Party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.
5. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.

**LETTER OF UNDERSTANDING #18F**  
**Hours of Work and Shift Schedules**

**NORTHERN REGIONAL HEALTH AUTHORITY**

**RE: ROSAIRE HOUSE SCHEDULING**

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The Employer and the Union mutually agree that the following conditions and understandings apply regarding the scheduling of hours for Addiction Recovery Workers at Rosaire House:

1. Addiction Recovery Workers will work less than the prescribed two thousand and fifteen (2015) hours but will receive benefits and be recognized as a full-time employee. The twenty-three point two five (23.25) hours less than the two thousand and fifteen (2015) hours of a full-time position (as described in #2. of this document) will be waived.
2. The shift pattern will cover a four (4) week period of twenty (20) shifts (including the scheduling of one (1) General Holiday, which will be adjusted, without pay, three (3) times during an annual period in keeping with the established General Holidays and in accordance with #1. of this LOU).
3. During the four (4) week shift pattern, the following conditions will occur:
  - (a) During any one (1) pay period, one (1) full-time Addiction Recovery Worker will work a shift period of eleven (11) consecutive shifts and another will work a shift of nine (9) consecutive shifts. During the following pay period, the first Addiction Recovery Worker would work nine (9) consecutive shifts and the second eleven (11); the total number of shifts per month never to exceed twenty (20) without the overtime stipulations going into effect. (The other two (2) full-time positions would be according to contract).
  - (b) Both full-time and part-time Addiction Recovery Workers would work three (3) out of the four (4) weekends of the rotation with appropriate time off between shifts.
4. The exemption granted by the Human Rights Commission respecting the hiring of male and female employees at Rosaire House shall apply to the scheduling of staff at Rosaire House.
5. This Agreement shall terminate within sixty (60) days upon receipt of written notice from either Party to terminate this Agreement.

**LETTER OF UNDERSTANDING #18G**  
**Hours of Work and Shift Schedules**

**NORTHERN REGIONAL HEALTH AUTHORITY**

**RE: COMBINATION OF 12/8/6 HOUR SHIFT PATTERNS**

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The Employer and the Union mutually agree that the following conditions and understandings shall apply regarding the application of the combined eleven point six two five (11.625), seven point seven five (7.75) and five point seven five (5.75) hour shift schedule pattern, herein after referred to as the twelve (12), eight (8), and six (6) hour shift schedule pattern.

1. Hours of Work

- (i) Each shift of twelve (12) hours is to be inclusive of three (3) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of twelve (12) hours shall be exclusive of one (1) meal period not exceeding thirty-seven (37) minutes in length.
- (ii) Each shift of eight (8) hours is to be inclusive of two (2) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of eight (8) hours shall be exclusive of one (1) meal period not exceeding thirty (30) minutes in length.
- (iii) Each shift of six (6) hours is to be inclusive of one (1) fifteen-minute rest period. It is understood that this rest period is to be taken at the discretion of the employee and provided that such break will not unduly disrupt patient care. Each shift of six (6) hours shall be inclusive of one (1) meal period not exceeding thirty (30) minutes in length.

2. Overtime

Employees working this shift pattern have shifts of eleven point six two five (11.625), seven point seven five (7.75) and five point seven five (5.75) hours included in the shift pattern.

Overtime rates apply when:

- (i) an employee works beyond two hundred and thirty-two point five (232.5) hours in the six (6) week rotation;

- (ii) an employee works beyond eleven point six two five (11.625) hours in a day;
- (iii) an employee, after commencing a seven point seven five (7.75) or five point seven five (5.75) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed seven point seven five (7.75) hours.

3. Vacation/General Holidays/Income Protection/Bereavement Leave

- (i) The number of duty days off that an employee receives under this shift schedule pattern are to correspond exactly in hours to the duty days off on a seven point seven five (7.75) hour shift pattern.
- (ii) An employee required to work on a General Holiday shall be paid for hours worked at the rate of one and one-half (1.5) times their basic rate of pay and, in addition, a full-time employee shall receive seven point seven five (7.75) hours off at their basic rate of pay, or may choose to be paid the seven point seven five (7.75) hours at their basic rate of pay. An employee may accumulate three (3) General Holidays for the purposes of taking two (2) paid "12" hour shifts off duty to be taken consecutively with scheduled days off or to complete a partial week of vacation.
- (iii) Income protection shall accrue in accordance with the terms of the Collective Agreement and will be utilized for periods of absence from scheduled duty due to accident or illness.
- (iv) Shift premiums to be paid in accordance with the Collective Agreement.

This allowance shall also be applicable to each hour worked at one thousand and six hundred (1600) hours on a "modified" Day or Evening shift during which at least two (2) hours are worked between one thousand and six hundred (1600) hours and the termination of the shift.

For the purposes of application of this provision, a "modified" Day shift shall mean one that commences at a different time than the majority of Day shifts worked by employees and a "modified" Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by employees. This provision shall be applicable from one thousand and six hundred (1600) hours to the termination of the Day shift on a twelve (12) hour shift pattern.

- 4. There must be mutual agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement

provision shall apply. Either Party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.

5. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.

**LETTER OF UNDERSTANDING #18H  
Hours of Work and Shift Schedules**

**NORTHERN REGIONAL HEALTH AUTHORITY**

**RE: COMBINATION OF 12/8 HOUR SHIFT PATTERNS**

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The Employer and the Union mutually agree that the following conditions and understandings shall apply regarding the application of the combined eleven point six two five (11.625) and seven point seven five (7.75) hour shift schedule pattern, herein after referred to as the twelve (12) and eight (8) hour shift schedule pattern.

**1. Hours of Work**

- (i) Each shift of twelve (12) hours is to be inclusive of three (3) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of twelve (12) hours shall be exclusive of one (1) meal period not exceeding thirty-seven (37) minutes in length.
- (ii) Each shift of eight (8) hours is to be inclusive of two (2) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of eight (8) hours shall be exclusive of one (1) meal period not exceeding thirty (30) minutes in length.

**2. Vacation/General Holidays/Income Protection/Bereavement Leave**

- (i) The number of duty days off that an employee receives under this shift schedule pattern are to correspond exactly in hours to the duty days off on a seven point seven five (7.75) hour shift pattern.
- (ii) An employee required to work on a General Holiday shall be paid for hours worked at the rate of one and one-half (1.5) times their basic rate of pay and, in addition, a full-time employee shall receive seven point seven five (7.75) hours off at their basic rate of pay, or may choose to be paid the seven point seven five (7.75) hours at their basic rate of pay. An employee may accumulate three (3) General Holidays for the purposes of taking two (2) paid twelve (12) hour shifts off duty to be taken consecutively with scheduled days off or to complete a partial week of vacation.
- (iii) Income protection shall accrue in accordance with the terms of the Collective Agreement and will be utilized for periods of absence from scheduled duty due to accident or illness.

- (iv) Shift premium to be paid in accordance with the Collective Agreement.

This allowance shall also be applicable to each hour worked at one thousand and six hundred (1600) hours on a “modified” Day or Evening shift during which at least two (2) hours are worked between one thousand and six hundred (1600) hours and the termination of the shift.

For the purposes of application of this provision, a “modified” Day shift shall mean one that commences at a different time than the majority of Day shifts worked by employees and a “modified” Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by employees. This provision shall be applicable from one thousand and six hundred (1600) hours to the termination of the Day shift on a twelve (12) hour shift pattern.

### 3. Overtime

Employees working this shift pattern have shifts of eleven point six two five (11.625) and seven point seven five (7.75) hours included in the shift pattern.

Overtime rates apply when:

- (i) an employee works beyond two hundred and thirty-two point five (232.5) hours in the six (6) week rotation;
  - (ii) an employee works beyond eleven point six two five (11.625) hours in a day;
  - (iii) an employee, after commencing a seven point seven five (7.75) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed seven point seven five (7.75) hours.
4. There must be mutual agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either Party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.
  5. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.

**LETTER OF UNDERSTANDING #18I**  
**Hours of Work and Shift Schedules**

**HEALTH SCIENCES CENTRE SITE ONLY**

**RE: EIGHT (8) HOUR AND TWELVE (12) HOUR SHIFTS - SECURITY PATROL OFFICERS AND SUPERVISORS**

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The Parties agree to the administration of the eight (8) and twelve (12) hour shifts for the Security Patrol Officers and Supervisors as follows below.

1. Hours of Work

Full-time employees shall work eight (8) or twelve (12) hour shifts over a six (6) week shift pattern.

(a) Eight (8) Hour Shift

Regular hours of work shall not exceed eight (8) hours per day and forty (40) hours per week and shall consist of two (2) twenty (20) minute rest periods and one (1) thirty (30) minute meal period.

(b) Twelve (12) Hour Shift

Regular hours of work shall not exceed twelve (12) hours per day and two-hundred and forty (240) hours per six (6) week cycle. There shall be two (2) thirty (30) minute rest periods and one (1) thirty (30) minute meal period at the regular rate of pay per shift.

(i) The banked stat deficit created by the twelve (12) hour shift configuration shall be balanced at the end of the fiscal year. At the option of the Officer, the deficit shall be balanced by making a deduction from the Officer's accrued vacation entitlement and/or banked overtime.

2. Vacation/General Holidays/Income Protection/ Bereavement Leave

(a) The amount of paid vacation that an employee receives under the twelve (12) hour shift schedule pattern is to correspond exactly in hours to the paid vacation on a seven and three quarter (7.75) hour shift schedule pattern.

(b) An employee required to work on a General Holiday shall be paid for hours worked at the rate of one and one-half (1.5) times their basic rate of pay and, in addition, a full-time employee shall receive seven point seven five (7.75) hours off at their basic rate of pay, or may choose to be paid



the seven point seven five (7.75) hours at their basic rate of pay. An employee may accumulate three (3) General Holidays for the purposes of taking two (2) paid twelve (12) hour shifts off duty to be taken consecutively with scheduled days off or to complete a partial week of vacation.

- (c) Income protection shall accrue in accordance with the terms of the Collective Agreement.
- (d) Shift premiums to be paid in accordance with the Collective Agreement.

### 3. Overtime

Employees working this shift pattern have shifts of twelve (12) and eight (8) hours included in the rotation.

Overtime rates apply when:

- (a) an employee works beyond two hundred and forty (240) hours in the six (6) week rotation;
  - (b) an employee works beyond twelve (12) hours in a day;
  - (c) an employee, after commencing an eight (8) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed eight (8) hours.
- 4. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.
  - 5. Any changes to this LOU or the regular hours of work is subject to the Employment Security Process under Article 25 unless mutually agreed otherwise by the Parties.

**LETTER OF UNDERSTANDING #18J**  
**Hours of Work and Shift Schedules**

**ST. BONIFACE HOSPITAL**

**RE: HOURS OF WORK AND SHIFT PATTERNS - TRADES AND MAINTENANCE**

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Shift Engineers normal hours of work shall consist of fourteen (14) shifts of twelve (12) hour duration in each four (4) consecutive week scheduling period with a total of one hundred sixty-eight (168) hours per four (4) weeks.

Maintenance Engineers normal hours of work shall consist of either eight (8) or twelve (12) hour shifts per day and one hundred sixty (160) hours per four (4) weeks.

**LETTER OF UNDERSTANDING #18K  
Hours of Work and Shift Schedules**

**VICTORIA HOSPITAL**

**RE: HOURS OF WORK - TRADES/MAINTENANCE (WILLIAM “DALE” KNOTT)**

This LOU applies only to William “Dale” Knott (hereby referred to as the Employee).

The Employee shall continue to work a compressed work schedule whereby the individual works nine (9) shifts in a biweekly pay period and has every second (2<sup>nd</sup>) Friday off.

The regular working hours for this Employee for 2,080 annual hours shall include shifts of eight-point nine (8.90) hours or eight-point eight-nine (8.89) hours in one (1) day not including the meal period but including rest periods.

Meal periods and rest periods for eight (8) hour shifts are as defined in Article 18.

**LETTER OF UNDERSTANDING #18L**  
**Hours of Work and Shift Schedules**

**CONCORDIA HOSPITAL**

**RE: TWELVE (12) HOUR SHIFTS - POWER ENGINEERS**

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This is to certify that the Employer and the Union mutually agree to continue the twelve (12) hour shift for the Power Engineers who are on rotating shifts.

1. The regular working hours shall not exceed a shift of twelve (12) hours in any one (1) day.
2. The hours of work shall be based on an average of forty (40) hours per week as per shift schedule attached. The difference between thirty-seven and one-half (37½) and forty (40) hours per week shall be paid to the Power Engineers at overtime rates of pay.
3. There shall be three (3) twenty (20) minute rest periods during each twelve (12) hour period of work.
4. Compensation of authorized overtime shall be paid at the rate provided for in the Collective Agreement.
5. General Holidays for which special rates apply will continue to be paid at premium rates for the actual hours on any holiday.
6. Paid days off in lieu of a holiday will be based on an eight (8) hour day.
7. Shift premiums will be paid in accordance with Article 22.
8. Income protection credits (sick leave) will be reduced by the actual number of hours utilized.
9. Annual vacation may be taken in twelve (12) hour days until vacation time allotted is utilized (e.g. Four (4) weeks equals one hundred sixty (160) working hours off at regular rate of pay).
10. All other provisions of the current Collective Agreement not specified in this LOU shall apply to the Power Engineers.
11. Employees may take two (2) twelve hour shifts off in lieu of twenty-four (24) hours with pay which equals three (3) General Holidays.
12. Shift rotation patterns for employees covered by this LOU will be four (4) weeks.

13. Any changes to this LOU or the regular hours of work is subject to the Employment Security Process under Article 25 unless mutually agreed otherwise by the Parties.

**LETTER OF UNDERSTANDING #18M**  
**Hours of Work and Shift Schedules**

**DEER LODGE CENTRE**

**RE: TWELVE (12) HOUR SHIFTS - POWER ENGINEERS**

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The Employer and the Union do hereby agree that Power Engineers who regularly work rotating shifts shall adhere to the shift schedule attached (twelve (12) hour shifts) with the exception of Power Engineers working maintenance day shifts who may be required to provide relief coverage from time to time in the absence of the maintenance relief engineer.

The attached shift schedule rotates every five (5) weeks and may be amended by mutual agreement between the Employer and a majority of the "shift engineers" affected. There shall be three (3) twenty (20) minute rest periods during each twelve (12) hour period of work in addition to normal meal breaks.

1. Power Engineers who do not regularly work rotating shifts, shall normally work Monday to Friday, 7:30 a.m. - 4:00 p.m., with one-half (½) hour unpaid lunch break, and they may be required to be scheduled into the attached twelve (12) hour shift schedule for relief purposes. Where they are required to work hours as per the attached twelve (12) hour shift schedule, they shall receive a minimum of three (3) days' notice. If three (3) days' notice is not received, they shall be paid at applicable overtime rates for the first three (3) days they are in the changed shift, for all hours worked outside of their regular working hours. After three (3) days, they will be deemed as having fallen into the relieved shift schedule at regular rates.
2. In the event that the Engineer normally scheduled Monday to Friday, 7:30 a.m. - 4:00 p.m. is not available to provide relief coverage, the Power Engineers working scheduled maintenance day shifts may be required to provide the relief coverage from Sunday to Saturday in the week they are scheduled. They shall receive a minimum of three (3) days' notice of the change of the shift and all hours worked in excess of their normal scheduled maintenance hours as per the attached schedule shall be paid at applicable overtime rates. If three (3) days notice is not received, they shall be paid applicable overtime rates in accordance with Article 2002.
3. Power Engineers who are called upon to provide relief coverage in a week when they are not scheduled to work maintenance day shifts shall be paid in accordance with the normal hours of work and overtime provisions of the Collective Agreement.
4. Compensation for overtime shall be paid at the rates stipulated in the Collective Agreement.

5. Premium rates will be paid for all hours actually worked on a holiday that is included in Article 16 of the Collective Agreement.
6. Paid days off, in lieu of General Holidays will be based on an eight (8) hour day. Engineers will have the option of accumulating General Holidays and trading three (3) General Holidays for two (2) twelve (12) hour shifts off with pay.
7. Income protection credits (sick leave) shall be reduced by the actual number of hours utilized.
8. Employees who are required to work a shift on their regular day of rest shall be paid at overtime rates and guaranteed work for the full twelve (12) hour shift. Employees who are called in, shall be paid as per Article 2002 of the Collective Agreement, or shall be paid at overtime rates for all of the hours remaining in a shift, whichever is the greater amount.
9. Shift premiums will be paid in accordance with Article 22.
10. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.
11. Any changes to this LOU or the regular hours of work is subject to the Employment Security Process under Article 25 unless mutually agreed otherwise by the Parties.

### DEER LODGE CENTRE SHIFT SCHEDULE

SHIFT	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
NO. 1	D			N	N	N			D	D	D			N	N	N	N						M	M	M	M				D	D	D			
NO. 2		D	D	D			N	N	N	N						M	M	M	M						D	D	D	D			N	N	N		
NO. 3	N	N	N						M	M	M	M							D	D	D	D			N	N	N			D	D	D		N	
NO. 4					D	D	D	D			N	N	N			D	D	D			N	N	N	N					M	M	M	M			
NO. 5		M	M	M	M							D	D	D	D			N	N	N			D	D	D			N	N	N	N				
NO. 1	D			N	N				D	D			N	N	N			D	D				M	M	M	M			N	N			D	D	
NO. 2		D	D			N	N	N			D	D				M	M	M	M				N	N			D	D	D			N	N		
NO. 3	N			D	D				M	M	M	M				N	N			D	D	D			N	N			D	D			N	N	
NO. 4		N	N			D	D	D			N	N				D	D			N	N	N			D	D				M	M	M	M		
NO. 5		M	M	M	M				N	N			D	D	D			N	N				D	D			N	N	N			D	D		

**Note:** D Day Shift from 0700 hours to 1900 hours  
 N Night Shift from 1900 hours to 0700 hours  
 M Maintenance Shift from 0730 hours to 1600 hours

Regular working hours shall not exceed twelve (12) hours in one (1) day.

Regular working hours shall be an average of forty (40) hours per week.

For timekeeping purposes, regular hours of work shall be:

Days	0700 - 1900 hours
Nights	1900 - 0700 hours
Maintenance	0800 - 1630 hours



**LETTER OF UNDERSTANDING #18N**  
**Hours of Work and Shift Schedules**

**GRACE HOSPITAL**

**RE: TWELVE (12) HOUR SHIFTS - POWER ENGINEERS**

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This is to certify that the Employer and the Union mutually agree to implement a twelve (12) hour shift for the Power Engineers who are on rotating shifts.

1. The regular working hours shall not exceed a shift of twelve (12) hours in any one (1) day.
2. The hours of work shall be based on an average of thirty-nine (39) hours per week as per shift schedule attached. The difference between thirty-seven and one-half (37½) and thirty-nine (39) hours per week shall be paid to the Power Engineers at overtime rates of pay. The swing engineer will work a seventy-five (75) hour biweekly period.
3. There shall be three (3) twenty (20) minute rest periods during each twelve (12) hour period of work.
4. Compensation of authorized overtime shall be paid at the rate provided for in the Collective Agreement.
5. Employees required to work on their regular day of rest shall be paid at overtime rates and guaranteed work for the full twelve (12) hour shift.
6. Special holidays for which special rates apply will continue to be paid at premium rates for the actual hours on any holiday.
7. Paid days off in lieu of a holiday will be based on a seven and one-half (7½) hour day.
8. Shift premiums will be paid in accordance with Article 22.
9. Income protection credits (sick leave) will be reduced by the actual number of hours utilized.
10. Annual vacation may be taken in twelve (12) hour days until vacation time allotted is utilized.
11. Employees may take two (2) twelve (12) hour shifts off in lieu of twenty-two point five (22.5) hours with pay which equals three (3) General Holidays.
12. Shift patterns for employees covered by this LOU will be four (4) weeks.

13. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.
14. Any changes to this LOU or the regular hours of work is subject to the Employment Security Process under Article 25 unless mutually agreed otherwise by the Parties.

**LETTER OF UNDERSTANDING #180**  
**Hours of Work and Shift Schedules**

**SEVEN OAKS GENERAL HOSPITAL**

**RE: TWELVE (12) HOUR SHIFTS - POWER ENGINEERS**

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This is to certify that the Employer and the Union mutually agree to continue the twelve (12) hour shift for the Power Engineers who are on rotating shifts.

1. The regular working hours shall not exceed a shift of twelve (12) hours in any one (1) day.
2. The hours of work shall be based on an average of forty (40) hours per week. The difference between thirty-eight and three-quarters (38¾) and forty (40) hours per week shall be paid to the Power Engineers at overtime rates of pay.
3. There shall be three (3) twenty (20) minute rest periods during each twelve (12) hour period of work.
4. Compensation of authorized overtime shall be paid at the rate provided for in the Collective Agreement.
5. Employees required to work on their regular day of rest shall be paid at overtime rates and guaranteed work for the full twelve (12) hour shift.
6. Special holidays for which special rates apply will continue to be paid at premium rates for the actual hours on any holiday.
7. Paid days off in lieu of a holiday will be based on an eight (8) hour day.
8. Shift premiums will be paid in accordance with Article 22.
9. Income protection credits (sick leave) will be reduced by the actual number of hours utilized.
10. Annual vacation may be taken in twelve (12) hour days until vacation time allotted is utilized.
11. When a shift engineer is on the maintenance cycle (8 hours: 8:00 a.m. - 4:00 p.m. inclusive of meal periods) the engineer shall be paid at the applicable overtime rate for all hours worked outside of their regularly scheduled hours.
12. Shift rotation patterns for employees covered by this LOU will be five (5) weeks.

13. All other provisions of the current Collective Agreement not specified in this LOU shall apply to the Power Engineers.
14. Any changes to this LOU or the regular hours of work is subject to the Employment Security Process under Article 25 unless mutually agreed otherwise by the Parties.

**LETTER OF UNDERSTANDING #18P  
Hours of Work and Shift Schedules**

**VICTORIA HOSPITAL**

**RE: HOURS OF WORK - SHIFT AND RELIEF ENGINEERS**

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This is to certify that the Employer and the Union mutually agree to continue the regular hours of work for Shift and Relief Engineers. It is understood that unless specified, all other provisions of the Collective Agreement are applicable. Any changes to this LOU or the regular hours of work is subject to the Employment Security Process under Article 25 unless mutually agreed otherwise by the Parties.

**Shift Engineers Only**

The regular working hours shall not exceed a shift of twelve (12) hours in any one (1) day, including the meal periods and rest periods.

- (a) The hours of work shall be on the basis of forty (40) hours per week averaged over a thirteen (13) week period. Normally, each employee will work three (3) consecutive days per week, followed by four (4) consecutive days off, after which he will then work for three (3) consecutive days, followed by three (3) consecutive days off.
- (b) If skill deficiencies are found as a result of an assessment process, the Manager of Physical Plant or designate will in consultation with the employee require the individual to occasionally rotate through the relief engineer position. Shift Engineers may request to rotate within the Relief Engineer position.

**Relief Engineers Only**

It is understood that the main function of the Relief Engineer is to provide coverage for unanticipated absences, relief and vacation relief. Other duties as assigned are secondary and assist the Employer in meeting the Relief Engineers EFT.

A tentative shift schedule will be posted as per Article 1901, however due to the nature of the relief position, the Employer retains the right to alter the Relief Engineers schedule with a minimum of twenty-four (24) hours' notice.

- (a) The normal hours of work for Relief Engineers may consist of either eight (8) hours or twelve (12) hours per day and one hundred sixty (160) hours per four (4) weeks.
- (b) There shall be a minimum of two (2) days of rest per week.

- (c) When a Relief Engineer moves into a Shift Engineer's rotation, overtime will be paid for hours in excess of forty-eight (48) hours per week, eighty-four (84) hours biweekly or one hundred sixty (160) hours in a four (4) week period.

Note: It is understood that where possible the Relief Engineers should not be required to work hours in excess of those currently worked by other shift engineers (i.e. three (3) pay periods of eighty-four (84) hours in a twelve (12) week rotation).

- (d) At no time shall a Relief Engineers be required to work more than four (4) twelve (12) hour consecutive shifts without three (3) days of rest following.
- (e) Overtime on days of rest shall be paid as per Article 20.

**LETTER OF UNDERSTANDING #18Q  
Hours of Work and Shift Schedules**

**APPLICABLE TO MAINTENANCE AND TRADES EMPLOYEES AT  
CONCORDIA HOSPITAL, MISERICORDIA HEALTH CENTRE,  
SEVEN OAKS GENERAL HOSPITAL**

**RE: HOURS OF WORK AND SCHEDULE**

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The Parties agree that this LOU will remain in effect until the process for the standardization of the annual hours of work is completed.

The regular hours of work for maintenance personnel shall be seven and one half (7½) in one (1) day and seventy-five (75) hours per biweekly period, exclusive of meal periods; a week shall be five (5) consecutive days, Monday to Friday.

The regular hours of work for engineers shall be eight (8) hours in one (1) day or eighty (80) hours per biweekly period, inclusive of meal periods. The difference between seventy-five (75) and eighty (80) hours per biweekly period shall be paid to the engineers at overtime rates, based on salaries as per Schedule "A".

**LETTER OF UNDERSTANDING #18R  
Hours of Work and Shift Schedules**

**RIVERVIEW HEALTH CENTRE**

**RE: COMMUNICATION CLERKS**

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The Parties agree that the following individuals shall continue to be “Green Circled” at their current step on scale within the Communication Clerk classification at Riverview Health Centre until the annual salary is higher than their current step or until they leave the position.

The incumbents are as follows:

- Wendy Yorke
- Jennifer-Ann Sierra



**LETTER OF UNDERSTANDING #18S**  
**Hours of Work and Shift Schedules**

**WINNIPEG REGIONAL HEALTH AUTHORITY**

**RE: LANGUAGE ACCESS INTERPRETERS**

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1. Hours of Work

Employees are not guaranteed any specific number of hours of work. The standard daily hours for interpreters range between zero (0) and seven and one-half (7½) hours per day.

- (a) An employee who works a minimum of four (4) consecutive hours for one (1) appointment will receive one (1) paid fifteen (15) minute rest period for each period so worked.
- (b) Minimum Shift Duration
  - (i) Face to Face Assignment - minimum shift is two (2) hours.
  - (ii) Conference Call Assignment - minimum shift is thirty (30) minutes, with fifteen (15) minute increments thereafter.
  - (iii) Stand-Alone Message Relay Assignment - minimum shift is fifteen (15) minutes, with fifteen (15) minute increments thereafter.
  - (iv) Video Conference Assignment - minimum shift is thirty (30) minutes.
- (c) Employees shall be paid regular wage for a minimum two (2) hours regardless of whether the assignment is ten (10) minutes or up to two (2) hours.
- (d) Where an employee works for five (5) or more consecutive hours an unpaid meal period of one-half (½) hour will be provided.
- (e) Cancelled assignments shall mean an assignment where an employee is unable to complete the assignment due to client circumstances beyond the control of the employee.
- (f) For scheduled shifts, interpreters shall be paid for minimum two (2) hours at regular hourly rates for cancellation notice of twenty-four (24) hours or less provided the employee has followed all Employer established procedural guidelines pertaining to the assignment.

- (g) Cancellation notice greater than twenty-four (24) hours, interpreters shall be entitled to report fifteen (15) minutes at regular hourly rate for administrative time for the assignment.
- (h) Interpreters who accept and complete ten (10) or more assignments in a seven (7) day consecutive period will receive thirty (30) minutes at regular rates to recognize required administrative duties.

2. Vacation

Employees shall receive vacation pay calculated at the rate of six percent (6%) of regular wages paid inclusive of callback hours paid at straight time rates in any given biweekly period.

3. Third Party Work

The Parties agree that Language Access Interpreters, as part of their Language Access work duties, may perform interpreter services for third party organizations (e.g. Manitoba Family Services & Consumer Affairs, Correctional Service of Canada, etc.).

**LETTER OF UNDERSTANDING #18T**  
**Hours of Work and Shift Schedules**

**KLINIC COMMUNITY HEALTH**  
**WOMEN'S HEALTH CLINIC**

**RE: PAID MEAL PERIOD**

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The Parties agree that this LOU will remain in effect until the process for the standardization of the annual hours of work is completed.

The meal period for the employees at these sites (as per Schedule "B") shall be paid at the employee's regular rate of pay. Clinic Community Health and Women's Health Clinic have a one (1) hour meal period.

**LETTER OF UNDERSTANDING #18U  
Hours of Work and Shift Schedules**

**POWER ENGINEERS AT CONCORDIA HOSPITAL,  
MISERICORDIA HEALTH CENTRE, SEVEN OAKS GENERAL HOSPITAL**

**RE: PAID MEAL PERIOD**

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The half ( $\frac{1}{2}$ ) hour meal period for the Power Engineers at these sites (as per Schedule "B") shall be paid time, at the employee's regular rate of pay.

**LETTER OF UNDERSTANDING #18V  
Hours of Work and Shift Schedules**

**NORTHERN REGIONAL HEALTH AUTHORITY**

**RE: 9.69 ("10") HOUR SHIFT PATTERN**

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The Employer and the Union mutually agree that the following conditions and understandings shall apply regarding the application of the ten (10) hour shift pattern.

1. Hours of Work

- (i) Full-time hours of work shall provide twenty-four (24) shifts of 9.69 ("10") hours duration averaged over three (3) consecutive biweekly periods.
- (ii) Alternatively, there may be a combination of shifts of 9.69 ("10") hour duration and shifts of other lengths that equal seventy-seven point five (77.5) hours per biweekly period, averaged over the three (3) consecutive biweekly periods in the shift schedule.
- (iii) Overtime rates of pay shall be applicable for hours worked in excess of a shift, as defined herein, or for time worked in excess of the normal full-time hours in the rotation pattern in effect.
- (iv) Each shift of 9.69 ("10") hours is to be inclusive of two (2) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of 9.69 ("10") hours shall be exclusive of one (1) meal period not exceeding twenty (20) minutes in length.

2. Vacation/General Holidays/Income Protection/Bereavement Leave

- (i) The amount of paid vacation that an employee receives under the 9.69 ("10") shift schedule shall correspond exactly in hours to be paid vacation on a seven point seven five (7.75) hour shift schedule.
- (ii) An employee required to work on a General Holiday shall be paid for hours worked at the rate of one and one-half (1.5) times their basic rate of pay and, in addition, a full-time employee shall receive seven point seven five (7.75) hours off at their basic rate of pay, or may choose to be paid the seven point seven five (7.75) hours at their basic rate of pay.
- (iii) Income protection shall accrue in accordance with the terms of the Collective Agreement and will be utilized for periods of absence from scheduled duty due to accident or illness.

- (iv) Shift premiums shall be paid in accordance with the Collective Agreement.
  - (v) Subject to the provisions of the Collective Agreement, bereavement leave shall be paid for all hours scheduled.
3. There must be mutual agreement between the Employer and the Union to continue with the ten ("10") hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either Party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.
  4. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.

**LETTER OF UNDERSTANDING #18W**  
**Hours of Work and Shift Schedules**

**NORTHERN REGIONAL HEALTH AUTHORITY**

**RE: LEAF RAPIDS - 12/8 HOUR SHIFT PATTERNS**

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The Employer and the Union mutually agree that the following conditions and understandings shall apply regarding the application of the combined eleven point six two five (11.625) and seven point seven five (7.75) hour shift schedule pattern, herein after referred to as the twelve (12) and eight (8) hour shift schedule pattern.

1. Hours of Work

- (i) The shift pattern period shall be eight (8) weeks in duration and consist of a combination of twelve (12) and eight (8) hour shifts. Full-time hours will be three hundred and ten (310) hours within the eight (8) week shift pattern.
- (ii) Each shift of twelve (12) hours is to be inclusive of two (2) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of twelve (12) hours shall be exclusive of one (1) thirty (30) minute meal period and inclusive of one (1) thirty-seven (37) minute meal period. Meal periods are paid at regular rates of pay.
- (iii) Each shift of eight (8) hours is to be inclusive of two (2) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of eight (8) hours shall be inclusive of one (1) meal period not exceeding thirty (30) minutes in length. The meal period is paid at the regular rate of pay.
- (iv) As employees are not able to leave the facility for meal periods, overtime payment is applicable as per the Collective Agreement.

2. Overtime provisions will apply as follows:

- (i) An employee works beyond three hundred and ten (310) hours in the eight (8) week shift pattern.
- (ii) An employee works beyond twelve (12) hours in a day.
- (iii) An employee after commencing an eight (8) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed eight (8) hours.

3. Vacation/General Holidays/Income Protection/Bereavement Leave

- (i) The number of duty days off that an employee receives under this shift pattern are to correspond exactly in hours to the duty days off on an eight (8) hour shift pattern.
- (ii) An employee required to work on a General Holiday shall be paid for hours worked at the rate outlined in Article 16 and, in addition a full-time employee shall receive eight (8) hours off at their basic rate of pay, or may choose to be paid the eight (8) hours at their basic rate of pay.
- (iii) An employee may accumulate three (3) General Holidays for the purpose of taking two (2) paid twelve (12) hour shifts off duty.
- (iv) Where required on General Holidays, the schedule will be adjusted in advance as per the Collective Agreement.

4. Shift premiums will be paid in accordance with Article 22.

5. There must be mutual agreement between the Employer and the Union to continue with the twelve (12)/eight (8) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either Party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.

6. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.



**LETTER OF UNDERSTANDING #18X**  
**Hours of Work and Shift Schedules**

**NORTHERN REGIONAL HEALTH AUTHORITY**

**RE: NRHA SECURITY SERVICES AND HOPE NORTH - TWELVE (12) HOUR  
 SHIFT PATTERN**

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The Employer and the Union mutually agree that the following conditions and understandings shall apply regarding the application of the eleven point six-two-five (11.625) ("12") hour shift pattern.

1. Hours of Work

- (i) Annual hours of work shall be two thousand and fifteen (2015) hours annually.
- (ii) There shall be twenty (20) regular shifts of eleven (11) hours and thirty-seven (37) minutes (11.625 hours) duration in each three (3) consecutive biweekly periods.
- (iii) The time period on site will be twelve (12) hours and will be inclusive three (3) fifteen (15) minute rest periods. In addition, a thirty (30) minute meal period will be paid at the regular rate of pay without accruals in recognition that the meal period must take place on site.
- (iv) Overtime rates of pay shall be paid for time worked in excess of a twelve (12) hour shift or for hours worked in excess of two hundred and thirty-two point five (232.5) hours in three (3) consecutive biweekly periods.

2. Vacation / General Holidays / Income Protection / Bereavement Leave

- (i) With reference to the above benefits, the paid time off that an employee receives under the twelve (12) hour shift pattern is to correspond exactly in hours to the paid time off on a seven point seven five (7.75) hour shift pattern.
- (ii) An employee required to work on a paid general holiday shall be paid for hours worked in accordance with Article 16. A full-time employee shall receive seven point seven five (7.75) hour at their basic rate of pay.
- (iii) An employee may accumulate three (3) General Holidays for the purpose of taking two (2) paid twelve (12) hour shifts off duty at one time.

3. Shift premiums to be paid in accordance with Article 22.

4. There must be mutual agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either Party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.
5. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.

**LETTER OF UNDERSTANDING #18Y  
Hours of Work and Shift Schedules**

**NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION  
APPLICABLE AT FLIN FLON GENERAL HOSPITAL ONLY**

**RE: COMBINATION OF 12/8 HOUR SHIFT PATTERN - POWER ENGINEERS  
(2080 ANNUAL HOURS)**

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The Employer and the Union mutually agree that the following conditions and understandings shall apply regarding the application of the combined twelve (12) and eight (8) hour shift schedule pattern.

**1. Hours of Work**

- (a) The shift pattern period shall be eight (8) weeks in duration and consist of a combination of twelve (12) and eight (8) hour shifts. Full-time hours will be three hundred and twenty (320) hours within the eight (8) week shift pattern. The eight (8) week shift pattern shall include twenty-six (26) twelve (12) hour shifts and one (1) eight (8) hour shift.
- (b) Each shift of twelve (12) hours is to be inclusive of three (3) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt operations. Each shift of twelve (12) hours shall be inclusive of one (1) thirty (30) minute meal period paid at the regular rate of pay in recognition that the meal period must be taken on site. To further clarify, each shift is paid twelve (12) hours.
- (c) Each shift of eight (8) hours is to be inclusive of two (2) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt operations. Each shift of eight (8) hours shall be inclusive of one (1) thirty (30) minute meal period paid at the regular rate of pay in recognition that the meal period must be taken on site. To further clarify, each shift is paid eight (8) hours.

**2. Overtime**

Employees working this shift pattern have shifts of twelve (12) and eight (8) hours included in the shift pattern.

Overtime rates apply when:

- (a) An employee works beyond three hundred and twenty (320) hours in the eight (8) week shift pattern.

- (b) An employee works beyond twelve (12) hours in a day.
- (c) An employee after commencing an eight (8) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed eight (8) hours.

**3. Vacation/General Holidays/Income Protection/Bereavement Leave**

- (a) The number of duty days off that an employee receives under this shift pattern are to correspond exactly in hours to the duty days off on an eight (8) hour shift pattern.
- (b) An employee required to work on a general holiday shall be paid for hours worked at the rate outlined in Article 1602. In addition, a full-time employee shall receive an additional eight (8) hours in lieu of the general holiday at the basic rate of pay, to be paid, scheduled or banked in accordance with Article 16.
- (c) An employee may utilize any accrued banked days in lieu of the general holiday to take a full twelve (12) hour shift off duty.
- (d) Where required on general holidays, the schedule will be adjusted in advance as per the Collective Agreement.

**4. Shift premiums will be paid in accordance with the Collective Agreement.**

**5. There must be mutual agreement between the Employer and the Union to continue with the twelve (12)/eight (8) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.**

**6. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.**

**GENERAL LETTERS OF UNDERSTANDING**

**LETTER OF UNDERSTANDING #1**

**RE: IMPACT OF HOURS OF WORK REDUCTION ON PENSION PLAN**

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A Collective Agreement called for a reduction in the paid hours of work from November 15, 1996 to April 29, 1999;

The Parties hereby agree that no employee's pension benefit shall be negatively impacted as a result of these reduced hours of work.

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.

**LETTER OF UNDERSTANDING #2**

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

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During the term of the 2024 to 2028 Collective Agreement, 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 18 during the life of this Collective Agreement.

**LETTER OF UNDERSTANDING #3****RE: REASONABLE ACCOMMODATION/RETURN TO WORK**

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Reasonable Accommodation

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

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

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

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

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

In the event the accommodation results in the employee being moved to a higher classification position, their new salary shall be determined in accordance with Article 1404.

In the event the accommodation results in the employee being moved to a lower classified position, their new salary shall be determined in accordance with Article 1405.

Return to Work

The Employer, the Union and employee(s) share a mutual concern for facilitating the return to work of ill, injured or disabled employees. The Union shall be notified of any return-to-work initiatives with respect to any employee. The applicable Parties shall meet to ensure the employee is clear on all the details and provisions of the return to work and that the work designated is within their restrictions and limitations as documented by a qualified medical practitioner.

## LETTER OF UNDERSTANDING #4

### RE: REDEPLOYMENT PRINCIPLES

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#### 1. PURPOSE:

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

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

- 1.08 “Provincial Health Care Labour Adjustment Committee” (hereinafter referred to as the “Committee”) refers to the committee established by an agreement commencing January 20, 1993 between The Government of



Canada, The Government of Manitoba, Manitoba Health Organizations Inc., and Manitoba Council of Health Care Unions.

**2. SENIORITY:**

- 2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.
- 2.02 Employees without a Collective Agreement shall not have seniority rights.
- 2.03 Transfer of Seniority - The affected employer(s) and affected union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

**3. TRIAL PERIOD:**

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

**4. NEW AND VACANT POSITIONS:**

- 4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/unions.
- 4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving facility within a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Central Redeployment List.

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

The following provisions shall apply in filling the vacancy:

- (a) employees on the Central Redeployment List shall be listed in order of seniority [as per "sending" Collective Agreement(s)];
- (b) subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the

above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);

- (c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- (d) in assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- (e) receiving facilities job description applies vis-à-vis qualification requirements;
- (f) once an employee has been permanently redeployed and has completed the trial period with a receiving employer, he/she shall relinquish any recall rights to his/her former employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending employer and the original receiving employer.

## **5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:**

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

## **6. PORTABILITY OF BENEFITS:**

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.
- 6.03 Length of employment applicable to pre-retirement leave.

Note: Deer Lodge Centre limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.

6.04 Length of employment for the purposes of qualifying to join benefit plans, e.g. two (2) year pension requirement.

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

6.06 Salary Treatments:

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

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

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

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

**7. OTHER CONDITIONS:**

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

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

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

**8. TRAINING:**

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

**9. ADMISSION OF NEW MEMBERS:**

9.01 The Parties hereby authorize the Committee to admit new signatories as participating employers or participating unions in such manner and upon

such terms as the Committee in its discretion deems appropriate without the necessary consultation or agreement with existing signatories. Upon admission to this agreement such new signatories will have the same rights and obligations as existing participating unions and participating employers, effective the date of such admission.

**10. ACCEPTANCE OF LETTER OF UNDERSTANDING:**

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

**11. DURATION:**

11.01 This LOU 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 LOU wishes to terminate its participation in this LOU 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 LOU as affects the other signatories except for the specific employer or bargaining agent that is party to the relevant and affected Collective Agreement.

**12. AMENDMENTS:**

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

**13. APPEAL PANEL:**

13.01 Should a dispute(s) arise between a participating union(s) and a participating employer(s) regarding the application, interpretation or alleged violation of this LOU, 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 LOU 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 LOU on Redeployment Principles which is appended to and forms part of this Letter of Agreement.

**LETTER OF UNDERSTANDING #5**

**SHARED HEALTH  
HEALTH SCIENCES CENTRE AND DIAGNOSTIC SERVICES ONLY**

**RE: WEEKEND WORK**

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Part-time employees who, as a condition of employment accept positions designated as “weekend” work, shall waive the right to:

- (a) have every third (3<sup>rd</sup>) weekend off;

OR

- (b) have the regular time worked on weekends paid for at overtime rates as stipulated in the clause relating to weekends off.

All other provisions of the Collective Agreement shall apply to these employees.

## LETTER OF UNDERSTANDING #6

### RE: STAFF MOBILITY WITHIN CUPE

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1. This LOU is attached to and forms part of the Collective Agreement between the Parties and replaces any other LOUs regarding mobility internal or external to this Collective Agreement.
2. The Parties agree to work towards a systemic labour adjustment plan utilizing a regional attrition model where reasonable, and utilizing any other programs as agreed to by the Parties.
3. In the event that this LOU conflicts with the terms of any existing Collective Agreement between the Parties, the terms of this LOU 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 Unions, where possible\*, at least ninety (90) days prior to the implementation date unless otherwise provided for in the applicable Collective Agreement. The Employer(s) will determine the estimated number and types of positions available and update such data as the reconfiguration/implementation plans are defined.

\*lesser notice may be given only in exceptional circumstances

- (b) The Employer(s) and Union(s) 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 Union(s):
    - 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
    - A. Transfers with Programs
      - (i) When programs are transferred, consolidated, or merged from one site to another, the Employer(s) will determine the number of staff required by classification.

Qualified employees within the transferring program will be given the opportunity to move with the program. Where excess numbers of staff wish to move, staff will be selected based on seniority. Where an insufficient number of staff by classification volunteer to move, the sending facility(s) shall fill the remaining positions in the program by utilizing the job posting/recall procedures in the applicable Collective Agreement(s).

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

- (ii) Employees who are transferred in accordance with this LOU shall retain seniority as described in #6. below, service and other portable benefits as set out in the LOU on Redeployment Principles and will be treated in all respects as if they had always been employees of the receiving site.
- (iii) The receiving site will provide an orientation period to employees transferring to the new site. 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.
- (iv) No new probationary/trial period will be served by transferring employees. Any transferring employee who had not yet completed their probationary period at the sending site will complete the balance of the period required at the receiving site.

**B. Temporary Transfer of Employees**

- (i) To facilitate temporary transfers to sites experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another site shall be offered the opportunity to work in the site(s) experiencing the need for additional employees.
- (ii) Temporary transfers shall not be implemented until the applicable provisions of the Collective Agreement of the receiving site relating to the assigning of occasional additional shifts are fulfilled.
- (iii) The temporarily transferred employees will continue to be covered by the terms of the sending site's Collective Agreement.



(iv) Where an insufficient number of qualified employees volunteer to be temporarily transferred, the site(s) reserve the right to transfer employees, commencing with the most junior qualified employee at the sending site.

(v) Orientation at the new site shall be provided.

6. Seniority

- (a) Seniority lists will be maintained in accordance with the Collective Agreements for internal purposes at each site as per Schedule "B".
- (b) Mobility seniority for the purposes of this LOU will be calculated as follows:

"Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer."

- (c) Transferring employees will be treated in all respects as though they had always been employed at the receiving site.
- (d) To ensure the accuracy of the calculation of the mobility seniority, the Employer(s) will provide sufficient information to verify an accurate calculation has been made.

7. This LOU does not extend to or apply to casual employees. Specifically, casual employees shall not have the right to apply for or be appointed to positions pursuant to any Mobility memo process.

The Mobility LOU provisions dealing with Program Transfers do not extend to or apply to term employees unless they hold a permanent position with the sending employer. The Mobility LOU provisions dealing with Temporary Transfers may apply to all term employees.

8. Vacation: Vacation earned at the sending site shall not be paid out upon transfer unless the employee requests to be paid out. If a person elects to have vacation transferred, it does not mean that the previously approved vacation dates will be honoured at the receiving site. Only the amount of time which has to be taken in accordance with the new site's Collective Agreement will be honoured and operational requirements will be taken into account.
9. Probationary and Trial Period: There will be no new trial period or probationary period for employees who are transferring with programs. As stated above, only employees who have not completed their probationary period with a sending site will be expected to complete it at the receiving site.

10. Mobility to Term Positions: Mobility applies for employment into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are ported at the time of employment. Should the employee not obtain a permanent position with the new Employer, all seniority and benefits shall terminate, unless the employee in turn obtains employment with another Employer where mobility or portability applies, and within the timelines specified.
11. An employee who occupies a casual position at a receiving site and a permanent or term position at a sending site, and who subsequently obtains a permanent or term position at a receiving site, will be allowed to transfer seniority and benefits accrued in the permanent or term position at the sending site, to the newly acquired permanent or term position in the receiving site.

Note: Current contract provisions re. placement on salary scale when employees resign a permanent or term position and remain on the casual roster continue to apply.

12. The Local President at a receiving site will be provided with written notification regarding each employee's mobility seniority at the time of their transfer. In that regard, the following specific data shall be provided:
  - Start date at sending site;
  - Seniority (hours);
  - Seniority date at sending site;
  - Termination date at sending site;
  - Start date at receiving site.
13. Bridging Time for the Purposes of Mobility: An employee who commences employment with the receiving site within six (6) weeks of termination of employment with the sending site will be entitled to mobility of seniority, service and benefits as above.

**LETTER OF UNDERSTANDING #7****APPLICABLE TO NHREO, SHEO AND WCHREO ONLY****RE: RECRUITMENT, RETENTION AND EDUCATION FUND (RREF)**

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The Parties agree that the employee portion of the Employment Insurance (EI) rebate will be directed to a provincial training and education fund. The training and education fund will be administered by the duly elected RREF Trustees. It will be the responsibility of the RREF Trustees to establish Terms of Reference for the administration of the training and education fund including guidelines for the allocation and distribution of the monetary resources. It is understood that the fundamental purpose of the training and education fund is to assist employees in upgrading their skills and education to further their careers in health care and to enhance the availability of qualified employees within the provincial health care sector.

**LETTER OF UNDERSTANDING #8****SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION****RE: RECRUITMENT, RETENTION AND EDUCATION FUND (RREF)**

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The Parties agree that the employee portion of the Employment Insurance (EI) rebate will be directed to a provincial training and education fund. The training and education fund will be administered by the duly elected Local 4270 RREF Trustees. It will be the responsibility of the Local 4270 RREF Trustees to establish Terms of Reference for the administration of the training and education fund including guidelines for the allocation and distribution of the monetary resources. It is understood that the fundamental purpose of the training and education fund is to assist employees in upgrading their skills and education to further their careers in health care and to enhance the availability of qualified employees within the provincial health care sector.

**LETTER OF UNDERSTANDING #9****RE: HEB PENSION OR BENEFIT PLAN IMPROVEMENTS**

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During the term of the 2024 to 2028 Collective Agreement, should another health care union receive enhanced HEB pension or benefit plan improvements under the HEB plans, the CUPE support groups will also receive the same enhancements at the same time.

**LETTER OF UNDERSTANDING #10****HEALTH SCIENCES CENTRE****RE: PREVENTATIVE MAINTENANCE COORDINATOR INCLUSION**

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The Preventative Maintenance Coordinators at the Health Sciences Centre Site were formerly represented by the Manitoba Government and General Employees' Union (MGEU) Trades (former MLB Certificate No. 5897) and were subsequently incorporated into the Canadian Union of Public Employees, Local 204 through the process of bargaining unit restructuring, and;

The Parties have agreed that they would endeavour to limit the adverse effects of the bargaining unit restructuring process on the terms and conditions of employment specific to the Maintenance Supervisors.

It is therefore agreed that:

1. Terms and conditions of employment contained in the CUPE / Shared Health Employers Organization Collective Agreement will be in full force for the Preventative Maintenance Coordinator group as well as those provisions contained within a Memorandum of Agreement re. Preventative Maintenance Coordinators between the Parties dated May 23, 2006 (LOU #11).
2. In the event that any provision of the Memorandum of Agreement re. Preventative Maintenance Coordinators dated May 23, 2006 (LOU #11), conflicts with a provision contained within the CUPE / Shared Health Employers Organization Collective Agreement, the Memorandum of Agreement shall prevail.
3. Amendments to the Memorandum of Agreement re. Preventative Maintenance Coordinators dated May 23, 2006 (LOU #11), will be made at the same time, and in the same manner, as amendments to the Collective Agreement (as per Article 2). Only members listed in clause 2 of the Memorandum of Agreement shall be party to changes to the Memorandum of Agreement.

## LETTER OF UNDERSTANDING #11

### HEALTH SCIENCES CENTRE

#### **RE: PREVENTATIVE MAINTENANCE COORDINATORS**

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This Memorandum of Agreement is referred to in LOU #10 contained within the Collective Agreement entered into between CUPE and the Shared Health Employers Organization dated April 1, 2024, to March 31, 2028 and shall be read and interpreted in conjunction with that Collective Agreement. This Memorandum of Agreement shall remain in force and effect for the life of the Collective Agreement.

#### Clause 1 - Definitions

- 1.01 Probationary period - The period from the last date of employment to the completion of six (6) calendar months of employment will constitute an employee's probationary period. During such period, the employee shall not have recourse to the grievance procedure for reasons of termination of employment for unsuitability or unsatisfactory performance. This period may be extended if the Employer so requests and the Union agrees.
- 1.02 Trial period - All promotions and voluntary transfers are subject to a three (3) month trial period in the case of full-time appointment. This period may be extended if the Employer so requests and the Union agrees. An employee who is unsuccessful during this trial period shall be returned to their former position and salary level.

#### Clause 2 - Classifications

- 2.01 The classifications specified below shall be excluded from the application of Article 9: Changes in Classification of the CUPE Collective Agreement.

#### Preventative Maintenance Coordinator (A95)

- 2.02 If a new classification within the Preventative Maintenance Coordinator group is established, or if there is a material change in the job content of an existing classification during the term of this Memorandum of Agreement, the Employer will notify the Union as to the proposed new classification/material change in job content and the associated rate of pay. If the Union desires to enter into discussions concerning the associated rate of pay, it will so inform the Employer within seven (7) days of receipt of said notice and discussions will commence within fourteen (14) days thereafter. These time limits may be extended by mutual agreement between the Parties.
- 2.03 Failing agreement, the matter of rate of pay may be referred to Arbitration in accordance with Article 11.

- 2.04 Any dispute as to whether a new classification falls within the scope of the bargaining unit shall be referred to the Manitoba Labour Board for determination.
- 2.05 At any time after an employee has occupied a position for greater than three (3) months, they shall have the right to request a review of the classification they occupy if they can demonstrate that the duties and responsibilities of their position have substantially changed. Such request shall be submitted, in writing, to the Director of Maintenance Services.
- 2.06 The Employer will examine the duties and responsibilities assigned to the employee and provide a decision as to the validity of the request within twenty-one (21) working days from the date they received the request from the employee.
- 2.07 A revision to an existing job description to more accurately reflect the job content shall not constitute prima facie evidence of a substantial change to the duties and responsibilities of the position.
- 2.08 An employee who disputes a decision provided under clause 2.06 may file a grievance in accordance with Article 10.
- 2.09 If the salary range of a new or revised classification is adjusted by means of the application of this clause, the adjustment shall be retroactive to the date the new or revised classification came into effect.

### Clause 3 - Annual Vacations

- 3.01 Where an employee qualifies for income protection involving hospitalization (in-patient admission or non-elective out-patient surgery) or qualifies for compassionate leave in accordance with Article 1713, there shall be no deductions from vacation credits for such absences. The period involving hospitalization and post hospitalization (if applicable) or compassionate leave will be reinstated to the employee's vacation accumulation and rescheduled upon provision of proof of hospitalization and post hospitalization (if applicable) or proper notice of death having occurred.

### Clause 4 - Leave of Absence

- 4.01 Article 1711 of the Collective Agreement shall apply with the exception that four (4) days shall be five (5) days. It is understood that necessary travel time is included within the period of bereavement leave.

### Clause 5 - Hours of Work

- 5.01 The regular working hours for employees will not exceed eight (8) hours per day or forty (40) hours per week (exclusive of meal periods). The regular work week



for employees is five (5) consecutive days, Monday to Friday, normally commencing at 0800 hours and concluding at 1630 hours or altered to commence no earlier than 0730 hours, as per changes in department operations. A change of start/end times as per the above does not constitute a change in shift or hours. The normal meal period shall be 1200 - 1230 hours.

- 5.02 Regular hours of work shall include a rest period of twenty (20) minutes during each continuous three (3) hour period of duty and shall exclude a meal period of at least thirty (30) minutes during each regular workday.
- 5.03 Except as expressly authorized by the Employer, employees are required to remain available for duty within the plant during the rest periods.
- 5.04 There will be no payment for occasional overtime periods or deductions for occasional tardiness of less than fifteen (15) minutes duration in a day.
- 5.05 Unless given seven (7) days prior notice, an employee whose shift is temporarily changed shall be paid at overtime rates for the first shift worked that varies from the posted schedule.
- 5.06 The Employer shall notify the Union in writing within ninety (90) days of any proposed permanent change in the working hours or shift of any Preventative Maintenance Coordinator. During the subsequent period, the Union may request joint discussions regarding the shift change. If after joint discussions a consensus on the change is not achieved, and the Employer still considers it necessary to make a permanent change in the shift or working hours of any Preventative Maintenance Coordinator, the change will occur as originally proposed.

#### Clause 6 - Overtime

- 6.01 Overtime shall be authorized time worked in excess of the regular daily or biweekly hours as specified in clause 5.01 above. Except in emergency situations, authorization must be obtained prior to the start of any overtime work. The Employer agrees that authorization in these emergency situations will not be unreasonably withheld and may require a written report substantiating the reason for the overtime worked.
- 6.02 An employee shall receive:
  - (a) two (2) times their basic rate of pay for all overtime worked;
  - (b) two and one-half (2½) times their basic rate of pay for all overtime worked on a general holiday.
- 6.03 Upon mutual agreement, an employee may be granted paid time off equivalent to and in lieu of the overtime payment to which they would otherwise be entitled.

- 6.04 An employee who works overtime contiguous to their regular shift for a period in excess of two (2) hours, or who works any other overtime for a period in excess of four (4) hours, shall be provided a meal allowance of ten dollars (\$10.00) and a further four dollars (\$4.00) for each subsequent four (4) hour overtime period.
- 6.05 "Standby" refers to any period of time during which an employee is required to be available in the event they are required to be contacted and are required to be available to return to work without undue delay.
- 6.06 Assignment of standby coverage shall be distributed as equitably as reasonably possible among those Maintenance Supervisors deemed qualified through mutual agreement of the Employer and the Union. At a minimum all Shop Supervisors shall be on the standby roster at all times. An employee requesting that their name be added or temporarily removed due to special circumstances from the standby roster shall submit such request, in writing, to the Employer. Such addition or temporary removal shall be by mutual agreement. Affected employees shall notify the Employer, at least five (5) calendar days in advance of any interchanges in standby coverage.
- 6.07 An employee required to be on standby shall be paid two (2) hours basic pay for each eight (8) hour or portion thereof period of standby coverage.

An employee required to be on standby on a General Holiday shall be paid three (3) hours basic pay for each eight (8) hour or portion thereof period of standby coverage.

- 6.08 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) The employee shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher 15-minute interval.
  - (b) For purposes of calculation as per (a) and (b) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
  - (c) 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.

An employee who is called back to the workplace and works outside of their regular working hours, shall be paid for hours worked at overtime rates of pay with a minimum guarantee of three (3) hours pay at overtime rates. The minimum guarantee shall not apply when an employee is called back within two (2) hours of the commencement of their next shift. In such case, the employee will be paid at overtime rates from the time they started work to the beginning of their shift.

A callback shall be defined as any callback to work received by an employee during the period of time between the completion of their shift and the commencement of their next subsequent shift.

- 6.09 Except as provided, there shall be a minimum of eight (8) hours break between the conclusion of any overtime worked and the next regularly scheduled shift. However, if the Employer is unable to provide such eight (8) hour break, the Employer shall have the option of either deferring the actual starting time of the employee's next regularly scheduled shift, in effect reducing the hours of the next shift, in order to provide the eight (8) hour break, or overtime rates shall be paid to the affected employee for the next shift. In the event that the starting time of the employee's next shift is deferred, the employee shall receive pay for the entire scheduled shift at straight time rates.

#### Clause 7 - Stand-in Premium

- 7.01 In the event that the Employer assigns an employee to, in addition to their regular duties, relieve an absent Coordinator and to assume those duties for a minimum of two (2) hours, the employee shall receive an additional one dollar and seventy-five cents (\$1.75) for each hour of such assignment.
- 7.02 A single employee shall not be required to provide such relief for a period of time, which is greater than the maximum allowable vacation period, unless mutually agreed by the Employer and the Union.
- 7.03 If an employee agrees to provide relief coverage during a period of extended illness (beyond 4 weeks) or during a position vacancy period, and has assumed substantially all of the duties and responsibilities for the role they shall be paid the higher of:
- (a) an additional two dollars and forty cents (\$2.40) for all hours worked; or
  - (b) the minimum step for the higher classification.
- 7.04 If mutual agreement is not obtained, the relief requirement shall be rotated.

Clause 8 - Medicare Premiums

- 8.01 In the event the Government of Manitoba introduces Medicare premiums, the Employer agrees to meet with the Union in order to discuss an equitable sharing of the cost of such premiums.

Clause 9 – Seniority

- 9.01 Article 1202 will not apply and the following will but only for the positions covered by this MOA:

Seniority shall be considered as a factor in vacancy selection and if all other selection criteria are relatively equal it shall be considered as the governing factor.

**LETTER OF UNDERSTANDING #12**

**ACTIONMARGUERITE (SAINT-BONIFACE)**

**RE: HOUSEKEEPING WEEKENDS**

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The following employee in the housekeeping department hired in that Department prior to January 1, 1979, shall get every weekend off:

- Sandra Bonneteau

Employees hired after January 1, 1979, shall be subject to working alternate weekends at the discretion of the Employer.

**LETTER OF UNDERSTANDING #13****WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION  
CHURCHILL SITE ONLY****RE: INCLEMENT WEATHER**

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The following are guidelines for addressing inclement weather conditions:

- (a) When the temperature reaches minus fifty-five (-55 °C) degrees Celsius or the wind chill is equivalent to minus fifty-five (-55 °C), or when the visibility is down to one-quarter (¼) mile or point four (0.4) kilometers, those employees already at the worksite shall remain until replacement staff has arrived and/or until transportation home can be arranged. Those employees scheduled to work but who have not arrived shall remain at their home and accessible until transportation to work can be arranged.
- (b) The local weather office will be the information source. The information will be available at the following times:
  - 7:35 a.m.;
  - 12:00 noon;
  - 3:00 p.m.
- (c) The Department Supervisor will verify weather conditions at these times, and, after consultation with the Executive Director or designate, will advise their employees should they not be required for work and/or transportation arrangements.
- (d) In the event that polar bears constitute an immediate danger to employees travelling to and from the site, the Employer shall ensure that employees are reimbursed for or provided with transportation.

**LETTER OF UNDERSTANDING #14****KLINIC COMMUNITY HEALTH AND  
EDEN MENTAL HEALTH CENTRE ONLY****RE: JOB SHARING**

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Preamble

The philosophy of alternate work arrangements such as job sharing recognizes that employees have obligations and commitments outside the workplace. Job sharing provides employees with greater flexibility to balance the demands of their work and personal lives. Such arrangements are initiated by the employee and require mutual agreement between the Employer and the Union.

Definitions

A "Job Share" is an alternative work arrangement whereby the duties and responsibilities of a full-time position are shared between two employees with concurrence from both the Employer and the Union.

A "Job Share Employee" is one who is employed in a job share position.

Section 1 - General Terms and Conditions**1.01 Requests to Job Share**

Requests for job sharing will be employee initiated and will be made through the Employer. Permission to job share will be given at the discretion of the Program Director. The responsibility for finding a suitable job share partner rests with the employee. If an employee is unable to find a job share partner on their own, the position may be posted and filled in accordance with Article 14 of the Collective Agreement. The Employer cannot initiate such a posting without the agreement of the Union.

Positions filled by job sharing must lend themselves to this kind of staffing arrangement and create minimal disruption to the operation of the Employer. Positions which are job shared must be done so at no additional cost to the Employer.

**1.02 Concurrence of the Union**

Prior to any employees commencing a job share, concurrence from the Union shall be obtained. This shall occur at the level of the Labour/Management Committee.

1.03 Reconsideration of Employer Decision

In the event the Employer is unwilling to allow a job share arrangement, the initiating employee may request a meeting in order to make a further representation. The employee may request the presence of a Union Representative. The Employer will render a final decision within one (1) week of the meeting.

1.04 Mandatory Completing of Probation

Only employees who have completed their probationary period within their existing positions and who are qualified to carry out all the duties of the job-sharing position shall be considered for job sharing.

1.05 Only One Job Share at a Time

Employees may not hold more than one job share position at any one time.

1.06 Status of Applicants for Job Sharing

Applicants for job sharing must be of the same labour class. The job being shared must be held by one of the incumbents requesting the job share. Upon commencement of the job share the original employee will still own the position but not in such a way as it grants them any authority over the other job sharer. Upon conclusion of the job share each employee will revert to their former status.

1.07 Six (6) Month Review

Each job share will be reviewed by the employees and the Employer six (6) months after the job share begins. Employees who do not wish to continue the job share shall have the right to return to their original positions at a mutually agreed upon date and the job share agreement shall end.

1.08 Temporary Vacancy in a Job Share

If a job share employee takes an extended leave of absence (i.e. Maternity Leave) the remaining job share partner is offered the option of working full time. In the event that the partner declines the employee may elect to find another temporary job share partner or the position will be posted in accordance with Article 14 of the Collective Agreement.

1.09 Notice to Terminate a Job Share Agreement

A party to a job share agreement must give one (1) month written notice of their intention to terminate the agreement. This applies to both the employees and the Employer. The Employer shall not unreasonably discontinue a job share.

1.10 Elimination of Positions and Conclusions of Job Shares

Should the regular position of one of the job sharers be eliminated over the course of the job share, the employee shall be notified by the Employer and entitled to exercise their rights as though the employee had continued to remain in the job.



Upon the conclusion of job shares which have been renewed and continued for more than one (1) year, job sharers shall return to comparable positions at not less than the same wages. Should the original employee either resign their position or be promoted, the job share arrangement will be terminated.

1.11 When a Party to a Job Share Terminates their Involvement

An original employee whose job share partner terminates their involvement is responsible for finding a new partner should they still wish to continue job sharing. The employee shall also be responsible for filling that position on a full-time basis until a new job-sharing partner is found. The Employer reserves the right to decide whether or not to allow a position to continue as a job share if one (1) party discontinues their participation in it.

1.12 Full-Time Vacancies as a Result of Job-Sharing Agreements

In the event of a full-time position becoming vacant as a result of a job-sharing agreement, that position will be posted as a one (1) year term after which it may be posted and filled permanently.

1.13 Promotion and Lateral Transfer

A job-sharing employee will be eligible to apply for either promotion or lateral transfer. If the employee is successful, they will be required to terminate the job share arrangement and assume the duties of the new position on the date specified by the Program Director.

1.14 Multiple Job Share Requests

If there is more than one request to job share within a program and that program cannot reasonably accommodate more than one shared position, should a job share be approved, preference will be given to the employee with the most seniority.

## Section 2 - Rates of Pay and Benefits

2.01 Overtime

Time worked beyond an employee's scheduled share of the position will be paid at overtime rates in accordance with Article 20. Additional time worked which is not related to the job shared position shall be paid at straight time rates unless the total hours are in excess of the daily or biweekly hours of work.

2.02 Minimum Hours Shared

The minimum number of hours to be filled by a job sharer shall be eight (8) hours per week.

2.03 Job Share Renewal

Each job-sharing arrangement must be renewed annually. Job sharers must provide at least one (1) month written notice of their intent to renew their job-sharing agreement. In no case will a job share arrangement exceed twelve (12) years.

## LETTER OF UNDERSTANDING #15

### APPLICABLE TO RIVERVIEW HEALTH CENTRE ONLY

#### **RE: RIVERVIEW HEALTH CENTRE - ARTICLE 35 - LONG SERVICE PAY**

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It is agreed between the Parties that the applicability of the language in the former CUPE Riverview Health Centre Collective Agreement – Article 35 (embedded below) will apply only to full-time and part-time employees employed by the Employer effective September 23, 2022, and shall not be applied to employees who may transfer or be hired into the Employer after **September 23, 2022**.

Should any of the employees employed with Riverview as of September 23, 2022, transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease.

It is understood that 'years of service' means continuous years of service.

#### Article 35 - Long Service Pay:

1. Subject to the terms in this LOU above, employees shall receive service pay for each month of actual employment as hereinafter provided:
  - \$7.50 per month after completion of 5 years service;
  - \$15.00 per month after completion of 10 years service;
  - \$22.50 per month after completion of 15 years service;
  - \$30.00 per month after completion of 20 years service;
  - \$37.50 per month after completion of 25 years service;
  - \$45.00 per month after completion of 30 years service.

The service pay shall be paid annually on or before pay period #26 in the current year.

For the purpose of this Article the following shall apply:

- (a) Employees leaving the service of the Centre for any reason on or before the 15<sup>th</sup> day of any month shall not be entitled to service pay for that month.
- (b) Employees commencing employment after the 15<sup>th</sup> day of any month shall not be entitled to service pay for that month.
- (c) In order to determine the length of service for term employees, twenty-one (21) days shall constitute one (1) month and two hundred and fifty-two (252) days shall constitute one year.

**LETTER OF UNDERSTANDING #16****WRHA - COMMUNITY PROGRAMS (FORMER MGEU 220)****RE: FORMER CIVIL SERVICE EMPLOYEE BENEFITS PLANS**

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Dental Plan

The Parties agree to the continuation of the Dental Services Plan with the following changes:

- (a) effective January 1, 2007, and limited to dental work performed on and after that date, the basis for payment for covered services shall be the 2007 Manitoba Dental Association (MDA) Fee Guide;
- (b) the 2008 and 2009 MDA Fee Guides will be implemented effective January 1<sup>st</sup> of each respective year;
- (c) dental coverage will continue for the first seventeen (17) weeks of Maternity Leave effective the first of the month following the date of signing and limited to Maternity Leaves commencing on and after that date;
- (d) The annual maximum per claimant is as follows:
  - (i) one thousand four hundred and seventy-five dollars (\$1,475.00).
- (e) The orthodontic lifetime maximum is as follows:
  - (i) one thousand six hundred and seventy-five dollars (\$1,675.00).
- (f) Part-time employees will be eligible for family coverage based on fifty percent (50%) of the coverage amounts applicable for full-time employees up to fifty percent (50%) of the maximum;
- (g) Prior to August 1, 2001, all part-time employees on staff as of the date of signing of this Agreement will be given the option to choose either:
  - (i) to maintain their single coverage under the dental plan; or
  - (ii) to elect family coverage on a pro-rated basis in accordance with section (f).
- (h) All employees hired after July 31, 2001, will be eligible for family coverage in accordance with section (f).

### Vision Care Plan

The Parties agree to the continuation of the Vision Care Plan with the following changes:

- (a) effective January 1, 2007, and limited to vision care services performed on and after that date, the basis for payment for covered services shall be the 2007 Optometric or Ophthalmological Fee Guide;
- (b) the 2008 and 2009 Fee Guides will be implemented effective January 1<sup>st</sup> of each respective year;
- (c) changes to the Dental Plan respecting eligibility during Maternity Leave and prorated family year; coverage for part-time employees will also apply to the Vision Care Plan;
- (d) The maximum per claimant is two hundred and twenty-five dollars (\$225.00).

### Civil Service Long Term Disability Income Plan (LTD Plan)

- (a) The Parties agree that the benefits plan shall provide an Employer paid Disability and Rehabilitation (D&R) Income Plan for eligible employees. The regulations governing this plan will be established pursuant to the Government Employees Master Agreement.
- (b) The elimination period for the LTD plan is 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.
- (c) The Parties agree to remove the cap on preinjury earnings applicable to claims filed on or after March 17, 2007.

### Ambulance and Hospital Semi-Private Plan

The Parties agree that the benefits plan shall provide an employer paid Ambulance and Hospital Semi-Private Plan (A.H.S.P.) for eligible employees. The regulations governing this plan will be consistent with those established pursuant to the Government Employees Master Agreement.

### Drug Plan

1. The Employer agrees to implement a Drug Care plan effective October 1, 2001, as follows:
  - (a) Eligibility requirements for employees and dependents will be the same as the Dental Services Plan.

- (b) Co-insurance be based on eighty percent (80%) reimbursement.
  - (c) The maximum payment per contract (family) is six hundred and fifty dollars (\$650.00) per year.
  - (d) Effective April 1, 2008, the maximum payment per contract (family) is seven hundred dollars (\$700.00) per year.
2. Other terms and conditions of the Drug Care Plan will be similar to those currently in effect for the Drug coverage provisions of the existing employee - paid Extended Health Benefit (EHB) plan.

#### Health Spending Account (HSA)

The Parties agree to the provision of a Health Spending Account (HSA) as follows:

- (a) Effective January 1, 2006, the HSA benefit amounts shall be two hundred dollars (\$200.00) for full-time staff and one hundred dollars (\$100.00) for part-time staff per calendar year.
- (b) Effective January 1, 2007, the HSA benefit shall be three hundred dollars (\$300.00) for full-time staff and one hundred and fifty dollars (\$150.00) for part-time staff per calendar year.
- (c) Effective January 1, 2008, the HSA benefit shall be three hundred and fifty dollars (\$350.00) for full-time staff and one hundred and seventy-five dollars (\$175.00) for part-time staff per calendar year.

#### General Principle

The Parties agree that WRHA employees legacied to the Civil Service Benefit plans are legacied only to the existing benefits specifically identified in Article 30 and this LOU, as well as any negotiated improvements to these specific benefits. Any future new benefits negotiated into the Civil Service Benefit plans will not be available.

**LETTER OF UNDERSTANDING #17****APPLICABLE TO ALL FORMER CIVIL SERVICE EMPLOYEES****RE: CIVIL SERVICE PENSION PLAN VACATION CARRYOVER FOR CIVIL  
SERVICE SUPERANNUATION BOARD (CSSB) PENSION PLAN PURPOSES**

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As established under the Civil Service Superannuation Plan, former Civil Service employees may carry-over vacation credits to retirement in accordance with the following:

- (a) An employee must provide in writing their intended retirement date at the time the employee commences banking vacation credits for this purpose.
- (b) 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 up to a maximum of one year's vacation credits are carried forward from one vacation year to the next.
- (c) An employee may only bank a maximum of fifty (50) vacation days.

## LETTER OF UNDERSTANDING #18

## SOUTHERN HEALTH-SANTÉ SUD ONLY

## RE: "50 KILOMETRE RADIUS" FOR THE PURPOSES OF THE COLLECTIVE AGREEMENT

The chart below defines the fifty (50) kilometre radius for purposes within the Collective Agreement

39	76	123	116	224	146	39	84	124	130	87	238	69	149	120	87	45	52	86	187	118	116	81	133	99	105	94	214	241	36	155	33	122	79	278	45	Altona
6	112	79	135	185	104	63	106	88	158	110	195	75	106	77	108	72	8	42	144	142	137	97	152	121	127	117	171	254	79	91	69	78	35	235	Boundary Trails	
241	324	143	290	396	133	272	278	165	273	239	177	276	127	162	263	276	223	188	93	263	266	225	302	278	248	291	113	369	320	169	281	155	199	Brandon		
41	140	75	134	219	68	72	101	42	124	90	162	69	70	45	104	62	43	73	109	114	117	63	147	116	99	112	136	220	107	56	100	107	Carman			
85	190	38	217	263	152	209	184	96	233	188	244	205	136	69	186	139	70	36	110	223	216	169	227	199	208	195	128	329	197	158	147	Crystal City				
66	44	144	100	118	168	22	48	145	97	81	278	62	184	142	71	38	77	111	208	91	85	79	94	63	79	59	235	200	19	146	Dominion City					
97	168	127	112	230	44	118	110	63	105	71	131	108	40	91	95	110	99	125	78	88	98	57	133	106	78	123	106	201	154	Elie						
73	61	151	115	134	196	36	67	152	116	88	267	64	195	148	86	44	84	118	231	110	104	85	114	83	98	74	258	220	Emerson							
262	174	293	122	229	242	211	152	234	107	156	332	194	238	262	163	191	261	296	276	119	128	159	104	137	148	147	304	Falcon Lake								
177	272	102	226	334	70	209	214	95	209	175	70	212	63	109	200	212	179	142	43	199	202	161	238	215	184	227	Gladstone									
115	52	176	28	107	163	64	13	155	44	55	253	48	160	154	36	50	126	154	198	45	34	71	40	12	44	Grunthal										
126	89	161	43	150	121	75	31	112	34	35	210	58	117	141	17	60	135	169	155	12	15	38	56	32	Ile Des Chenes											
119	64	161	17	119	151	69	18	143	34	42	241	55	147	161	24	54	130	165	186	33	22	56	31	Kleefeld												
150	70	195	14	97	180	100	47	171	21	70	269	83	176	189	48	82	160	194	214	46	40	84	La Broquerie													
94	117	137	66	175	100	31	55	90	63	19	189	33	96	118	33	41	104	134	134	45	42	La Salle														
136	79	187	26	133	139	86	45	130	15	53	228	68	135	159	27	70	145	179	173	11	Landmark															
138	98	189	38	154	128	88	51	119	29	42	217	70	124	148	29	72	147	181	162	Lorette																
150	245	84	199	308	43	182	187	68	182	148	100	186	36	71	166	185	152	105	MacGregor																	
49	154	37	177	290	111	105	145	63	200	152	168	111	104	34	151	104	34	Manitou																		
14	119	71	146	255	111	70	113	88	166	118	205	82	113	69	116	75	Morden																			
66	78	107	72	158	150	11	39	107	85	43	200	21	146	104	41	Morris																				
107	81	148	35	144	126	57	24	128	35	15	226	39	132	145	Niverville																					
83	182	37	172	293	77	117	143	30	167	132	134	114	71	Notre Dame																						
111	206	110	160	269	7	145	148	45	144	109	93	148	Portage	50 KMS																						
69	93	113	67	155	150	32	34	69	82	41	234	Rosenort																								
201	298	170	251	359	95	234	240	121	235	201	Sandy Bay																									
109	99	150	50	165	111	59	29	103	61	St. Adolphe																										
150	71	197	18	127	145	100	46	137	St. Anne																											
87	185	66	155	264	35	119	143	St. Claude																												
104	58	143	33	121	150	54	St. Pierre Jolys																													
57	65	117	84	172	140	St. Jean																														
109	208	113	164	273	Southport																															
182	74	286	102	Sprague																																
133	55	178	Steinbach																																	
86	184	Swan Lake																																		
108	Vita																																			
Winkler																																				

50 KMS

Kilometres One Way  
All mileage based on MapQuest

**LETTER OF UNDERSTANDING #19**

**NORTHERN REGIONAL HEALTH AUTHORITY**

**RE: SWITCHBOARD/ADMITTING RESPONSIBILITY PAY**

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The Employer and the Union mutually agree that within the Admitting/Switchboard departments of Flin Flon General Hospital and The Pas Health Complex that employees shall receive responsibility pay based upon the following parameters:

1. Responsibility pay at the rate set out in Article 2304 shall be paid for weekend shifts, General Holiday shifts and when the manager(s) of the aforementioned departments is/are absent due to vacation or illness.
2. The most senior employee on shift will be assigned responsibility duties for the entire shift.

**This LOU will cease to exist as of March 31, 2028 if the additional duties and responsibilities that attracted the responsibility pay have been removed.**



**LETTER OF UNDERSTANDING #20**

**SHARED HEALTH  
HEALTH SCIENCES CENTRE SITE ONLY**

**RE: MONITOR ROOM OPERATORS - POSITION DISCONTINUATION**

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The Parties have agreed that they would endeavor to provide a variety of work tasks to increase opportunity for learning and departmental accommodations;

It is therefore agreed that, effective August 1, 2021, the following shall apply to the existing Monitor Room Operator positions at Health Sciences Centre (HSC):

1. The Monitor Room Operator (civilian) position shall be discontinued through attrition;
2. The job duties and responsibilities of the Monitor Room Operator will be performed by the Patrol Officer position (uniformed); and
3. The following employees currently occupying Monitor Room Operator positions shall be legaced in their existing Monitor Room Operator position. Their position title, job duties and responsibilities will not be impacted by this change. A Monitor Room Operator may work shifts as a Patrol Officer if they meet the qualifications of the position, when operationally required. Monitor Room Operator shifts hours have changed to align with the Patrol Officer positions.

Bilyk, Douglas  
L'Abbee, Sheldon  
Maw, Jason  
Romaniuk, Roman Terry  
Russnak, Brenda  
Walker, Anton

At such time as any of these positions become vacant for any reason, the vacancy shall be replaced by a Patrol Officer and will be subject to the posting and seniority provisions of the Collective Agreement.

**LETTER OF UNDERSTANDING #21**

**WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION  
CONCORDIA HOSPITAL, DEER LODGE CENTRE, GRACE HOSPITAL,  
MISERICORDIA HEALTH CENTRE AND  
SEVEN OAKS GENERAL HOSPITAL ONLY**

**SHARED HEALTH EMPLOYERS ORGANIZATION  
HEALTH SCIENCES CENTRE ONLY**

**RE: HORSEPOWER RATING**

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In the event that the horsepower rating of the plant, as defined in *The Power Engineers Act* of Manitoba, is lowered, the incumbent Engineers will be legacied in their existing classification. Position descriptions for these incumbent engineers will be updated as part of this process in accordance with Article 9 of the Collective Agreement and will include relevant duties which shall be enabled by the lowered rating of the plant.

**LETTER OF UNDERSTANDING #22**

**APPLICABLE TO TRADES AND MAINTENANCE AT  
CONCORDIA HOSPITAL, DEER LODGE CENTRE, GRACE HOSPITAL,  
HEALTH SCIENCES CENTRE, SEVEN OAKS GENERAL HOSPITAL,  
VICTORIA HOSPITAL**

**RE: TRADES AND MAINTENANCE**

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Except as provided, there shall be a minimum of eight (8) hours rest period between the conclusion of any overtime worked and the next regularly scheduled shift. However, if the Employer is unable to provide such eight (8) hour rest period the Employer shall have the option of either deferring the actual starting time of the employee's next regularly scheduled shift, in effect reducing the hours of the next shift, in order to provide the eight (8) hour rest period, or overtime rates shall be paid to the affected employee for the next shift. In the event that the starting time of the employee's next shift is deferred the employee shall receive pay for the entire scheduled shift at straight time rates. Where the completion of the eight (8) hour rest period would leave two (2) hours or less remaining of the ensuing regular scheduled shift, the employee will not be required to return for that entire shift but will be paid for the full shift.

This LOU will cease to exist **as of March 31, 2028**.

**LETTER OF UNDERSTANDING #23**

**NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION  
SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION  
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATIONS**

**RE: HOME CARE DIRECT SERVICE STAFF - CELLULAR PHONES**

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Fifty cents (\$0.50) per call shall apply, based on the following:

Where an employee is required to call in **regarding workplace issues**, the employee will follow the Employer defined protocol for communicating such to the Employer. Where the only option for the employee to do so is to make a pay phone call or cell phone call to the Employer the employee will be reimbursed fifty cents (\$0.50) per telephone call.

The process for claiming the phone call reimbursement will be as set out in each individual Employer policy for expense claims, etc.

**LETTER OF UNDERSTANDING #24**

**HEALTH SCIENCES CENTRE ONLY**

**RE: ARTICLE 3601 - LABOUR/MANAGEMENT COMMITTEE**

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Notwithstanding Article 3601, the Parties agree that the Labour/Management Committee applicable to the Maintenance Group at HSC will continue to operate separately from any other Labour/Management Committee established at the Health Sciences Centre for the duration of the Collective Agreement unless otherwise mutually agreed between the Employer and the Union.

**LETTER OF UNDERSTANDING #25**

**APPLICABLE TO WCHREO; SHEO; SHREO; AND NHREO**

**NOT APPLICABLE TO DSS AND MHP**

**RE:   COMPENSATION FOR TEMPORARY TRANSFER OF EMPLOYEES**

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Should employees be required to travel to different physical locations in the course of their duties within or between the Employers Organizations the Employer shall endeavor to have parking in close proximity to the receiving facility available where possible. Where this is not possible, or where payment for parking is required, employees shall be reimbursed their parking in accordance with the terms of the collective agreement.

The employee shall be eligible for transportation reimbursement as per Article 26. Where required, per diem shall be paid in accordance with the Employer's policy.

Where overnight travel requires employees to have accommodations provided, employees will not be required to share hotel rooms.

**LETTER OF UNDERSTANDING #26****APPLICABLE TO CANCERCARE MANITOBA - MEDICAL PHYSICS ONLY****RE: TRAVEL OUTSIDE OF THE EMPLOYEE'S WORKDAY**

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Travel necessitated by work is considered as work time and compensable at the appropriate regular or overtime rate of pay.

When that travel includes air travel outside of the workday the following principals apply:

1. The time necessary to travel to the airport and the time spent at the airport in advance of the flight necessary to comply with Transport Canada's recommended arrival guidelines, shall be considered as work time. Mileage and parking, or cab fare, related to travel to the airport is a claimable expense.
2. Time involved in flight including time spent waiting for connecting flights shall be considered as work time.
3. Upon arrival at the destination airport, time spent at the airport, collecting luggage, arranging for ground transportation and the time necessary to travel to the destination hotel, or place of accommodation, shall be considered as work time.
4. All other time at the destination location, where the employee is not engaged in work related duties, will not be considered as work time and no compensation shall be paid, unless that down time is within the employee's normal workday.
5. Return travel home will be guided by the same principals as #1., #2. and #3. above in reverse sequence.
6. In situations where there are unforeseen delays in travel, that are not the fault of the employee, such as missed connections, cancelled connecting flights, weather delays, etc., the employee shall be given the opportunity to have hotel accommodation and if such is made, the principals contained in #3. and #4. shall apply.
7. Where departure travel is scheduled to commence within the employee's normal workday, the Employer may, subject to a minimum of seven (7) days' notice, and its operational requirements, change the start time for that workday of the employee to better align with the travel requirements.
8. If the Employer choses to extend the employee's travel status to take advantage of fare discounts, i.e. staying over a Saturday, the employee shall be entitled to a day's pay, at regular rates for each day extended, plus related expenses and accommodation costs. Where the employee seeks to extend their travel status

and the Employer so authorizes, no compensation, accommodation or travel expenses shall be paid for those additional days and any costs related to that extended time shall be at the employee's expense.



**LETTER OF UNDERSTANDING #27****APPLICABLE TO NRHA ONLY (CUPE LOCAL 8600)****RE: CHRISTMAS/NEW YEARS PREFERENCE**

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The purpose of this LOU is to ensure as much as reasonably possible, that employees who specify their preference have the opportunity to either receive time off or work during Christmas or New Years. In that regard, the following process will be followed:

- (a) On October 1<sup>st</sup> of each year, the Employer will post:
  - (i) a form that allows employees to identify if they would like time off during Christmas or New Years. As much as reasonably possible, Christmas Eve and Boxing Day will be assigned to Christmas Day; and New Year's Eve will be assigned with New Year's Day unless otherwise mutually agreed;
  - (ii) a form that allows employees to identify the days that they would like to work during Christmas or New Years.
- (b) Employees will have until October 15<sup>th</sup> to identify preferences.
- (c) The Employer will review preferences and approve requests based on available resources, operational requirements, and the previous year's Christmas/ New Year's schedule.
- (d) In order to grant time off, the Employer will facilitate shift interchanges where necessary in accordance with Article 19.
  - (i) For this LOU only, shift interchanges are not required to be of equal length.
  - (ii) This may result in the employee's EFT not being met during this period.
- (e) Should an interchange not be possible, the Employer will discuss further options that may be available to the employee (i.e. unpaid leave of absence).
- (f) If the Employer is unable to grant the request, the employee will be expected to work their posted schedule hours.

**LETTER OF UNDERSTANDING #28****APPLICABLE TO SHARED HEALTH EMPLOYERS ORGANIZATION  
HEALTH SCIENCES CENTRE SITE ONLY****RE: STANDARD ISSUE UNIFORM PARTS**

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The Parties agree to the following with respect to the standard uniform and equipment issue, consistent with Security Services departmental dress code.

1. A Full-time/Part-time Officer shall be provided with, at no cost to the employee, the standard uniform issue as follows:
  - Pants - two (2)
  - Shirts - four (4)
  - Three-Season Jacket - one (1)
  - Outer Protective Vest Shell - two (2)
  - Notebook - one (1)
  - Toque - one (1)
  - Boots - one (1) pair
2. A Casual Officer shall be provided with, at no cost to the employee, the standard uniform issue as follows:
  - Pants - two (2)
  - Shirts - three (3)
  - Three-Season Jacket - one (1)
  - Outer Protective Vest Shell - two (2)
  - Notebook - one (1)
  - Toque - one (1)
  - Boots - one (1) pair
3. A designated Monitor Room Operator shall be provided with, at no cost to the employee, the standard uniform issue as follows:
  - Pants - two (2)
  - Shirts - four (4)
  - Boots - one pair (1)
  - Fleece Jacket - one (1)
4. A Full-time/Part-time/Casual Officer shall be provided with, at no cost to the employee, the standard equipment issue as follows:
  - One (1) set Kevlar soft body armor
  - One (1) set of handcuffs
  - One (1) handcuff key

- One (1) handcuff case
  - One (1) nylon web belt
  - One (1) inner belt
  - One (1) pouch for surgical gloves
  - One (1) radio belt clip
  - One (1) flashlight with case
  - One (1) locker padlock and key
  - One (1) key holder/clip
  - One (1) pair of cut resistant search gloves **to be replaced as necessary due to wear and tear**
5. The equipment issue shall be the responsibility of the Officer. The equipment issued shall remain the property of the Employer and must be accounted for upon request. The equipment issued shall be returned to the Employer upon termination or transfer outside of Security Services.
6. Upon termination or transfer out of Security Services, an officer shall return all standard uniform and all issued equipment items as identified in the LOU.
7. The cost of standard equipment issued items not returned by an employee may be deducted by the Employer from an employee's final pay.

**LETTER OF UNDERSTANDING #29**

**KLINIC COMMUNITY HEALTH  
MOUNT CARMEL CLINIC  
NINE CIRCLES COMMUNITY HEALTH CENTRE  
NOR'WEST CO-OP COMMUNITY HEALTH  
SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA  
WOMEN'S HEALTH CLINIC**

**RE: FLEX TIME**

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All time worked which is not authorized by the Employer beyond the normal work day or biweekly period (as specified in Article 18: Hours of Work), but where in the employee's judgement the work is essential to the operation of the facility, shall be considered as flex time.

The need for and use of flex time will be at the discretion of the Employer and must be approved prior to the employee working beyond the normal daily or weekly hours will be reviewed with the employee on a regular basis. The parameters for flex time shall be as follows:

1. Flex time will be maintained in a flex-time bank with a written record.
2. Flex time will be compensated by granting equivalent time off at the regular rate of pay.
3. Employees are encouraged to take flex time back in the same pay period in which it is accumulated.
4. Employees will be allowed to bank hours to a maximum of three (3) days (as specified in Article 18: Hours of Work) after which no further flex time will be allowed to accumulate until the bank has been reduced.
5. Flex-time banks must be taken as time off by March 31<sup>st</sup> of each fiscal year. Accumulated flex time not taken as time off by this date shall be paid to the employee at the regular rate of pay in the last pay period of the fiscal year.
6. Flex-time hours must be recovered during times where relief is not required.

**LETTER OF UNDERSTANDING #30****RE: INCREASE IN EFT**

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Notwithstanding Article 14: Vacancies, Promotions and Transfers, 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.

The EFT of a part-time employee may be increased on a permanent or temporary basis in accordance with the following process:

- (a) The Employer shall determine the total EFT that can be allocated within the unit/department/base location and provide this information to the Union.
- (b) The Employer shall communicate to all part-time employees on the unit/department/base location the EFT and shift pattern(s) available for the increase in EFT process.
- (c) Requests to increase EFTs shall be made in writing by part-time employees and will indicate the maximum EFT to which they wish to increase.
- (d) An employee may increase their EFT up to a 1.0 EFT.
- (e) In considering requests, the Employer shall consider such factors as current EFTs, concurrent positions, shift assignments, shift schedules, the unit/department/base location needs and the requirements of Article 19: Shift Schedules.
- (f) A part-time employee who is unable to demonstrate regular attendance in their current position(s) may not be eligible to increase their EFT unless mutually agreed to between the Union and the Employer.
- (g) If the requests by employees within a unit/department/base location exceed the availability within that unit/base location as determined by the Employer, the Employer shall offer in order of seniority.
- (h) Where an increase in EFT has been approved, the Employer shall issue a letter to the employee confirming the employee's new EFT and effective date as soon as reasonably practicable.
- (i) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
- (j) Any changes to the shift pattern as a result of the increase in EFT shall be done in accordance with Article 19: Shift Schedules and any pre-approved vacation will be honored unless mutually agreed between the Employer and the employee.

- (k) The Employer is not prevented from exercising any of its normal management rights as a result of this article including, without limitation to post vacant positions.
- (l) Applicable to home care attendants and home support workers: It is acknowledged that qualifications may include gender, transportation and training requirements which will be taken into consideration in addition to those listed in (e) above.

## LETTER OF UNDERSTANDING #31

### RE: FRENCH LANGUAGE

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The Employers within the Employers Organizations (Employers) and the Canadian Union of Public Employees (CUPE) acknowledge Francophone Manitobans have a right to access health services delivered in French through the active offer of services as prescribed by legislation;

The Employers and CUPE further acknowledge that the determination of the requirement for bilingualism (French and English) is a recognized management right and may be included as a bona-fide qualification for designated bilingual positions within a site/program to ensure compliance with the statutory authorities, and in particular with the Active Offer principle in *The Francophone Community Enhancement and Support Act* C.C.S.M. c. F157;

The Employers and CUPE recognize that the rights of all employees must be respected under the Collective Agreement, and that the Employer can, as an exercise of its management rights, include the qualification of bilingualism (ability to understand, speak, read and/or write proficiently in both French and English) as a job qualification for designated employee positions.

For operational purposes, at the discretion of an Employer, bilingual positions 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 applicant for the designated bilingual position, the Employer may fill positions as necessary to meet patient care needs.

The following LOUs particular to the French language in the Collective Agreements in force and effect when *The Health Sector Bargaining Unit Review Act* was proclaimed, remain in force and effect for the duration of the Collective Agreement.

In the event of a conflict between this LOU and an existing LOU, the existing LOU shall govern.

Employer	Employer Organization	Number
St. Boniface Hospital	Winnipeg-Churchill Health Region Employers Organization	LOU #32
Actionmarguerite	Winnipeg-Churchill Health Region Employers Organization	LOU #33
Southern Health-Santé Sud	Southern Health Region Employers Organization	LOU #34

**LETTER OF UNDERSTANDING #32****ST. BONIFACE HOSPITAL****RE: FRENCH LANGUAGE**

---

The St. Boniface Hospital has been designated a facility which provides French Language Services, and therefore, the St. Boniface Hospital has an obligation to provide services in both official languages, the St. Boniface Hospital may designate positions in patient care and/or public contact areas as requiring linguistic ability in both official languages as required to fulfill its mandate. The Union accepts the St. Boniface Hospital's mandate and further recognizes this linguistic ability as a bona fide occupational qualification as it relates to Article 1202 of this Agreement.

1. The St. Boniface Hospital agrees no employee will be removed from their position as a result of a position being designated bilingual. The implementation of French Language Services will be achieved through the posting of vacant and/or new positions.
2. The St. Boniface Hospital shall inform the Union in writing of: (a) the areas requiring bilingual services, (b) classifications, (c) the number of employees and (d) the shifts, required to provide the bilingual services.
3. If the Union has a disagreement with item 2., it shall discuss it with the Manager of Employee Relations. If no mutually acceptable solutions are found, the matter may be referred to arbitration by either Party.
4. The Union acknowledges that from time to time there may be changes in the requirement of bilingual staffing. The Union shall be notified in writing and such change shall be subject to items 1., 2., and 3. above.
5. The St. Boniface Hospital agrees that members employed at the St. Boniface Hospital as of April 1, 2008, and continuously employed thereafter, will be exempt from the application of a bilingual qualification in selection processes under Article 14 and in matters of deletion, layoff, bumping, and recall under Article 14. This exemption will not apply to Communications Clerk positions or Patient Registration positions. However, in Patient Registration, this exemption will apply to current employees as of the date of signing. Further, if a current employee in Patient Registration takes a permanent position outside the department, they will be deemed qualified in the event they are awarded a position in Patient Registration within one (1) year of leaving the department.
6. The St. Boniface Hospital will test members who claim to be bilingual. Those with A-level language proficiency or higher will be considered to meet the qualification.



7. Any employee, who at a later date self identifies as bilingual and meets the A-level language proficiency, will count as part of the bilingual quota for the area. Employees will be encouraged by both the Union and St. Boniface Hospital to declare their bilingual abilities.

## LETTER OF UNDERSTANDING #33

### ACTIONMARGUERITE (SAINT-BONIFACE)

**RE: FRENCH LANGUAGE SERVICES QUALIFICATIONS FOR EMPLOYEES  
HIRED PRIOR TO JANUARY 1, 1998**

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The Parties recognize the importance of clarifying the outstanding issues related to movement and vacant positions associated with employees who were hired prior to January 1, 1998, and Actionmarguerite Saint-Boniface's French language mandate.

The provincial French language mandate for Actionmarguerite Saint-Boniface remains in place and this deems all positions in the facility to be bilingual. The ability to speak French remains a bona fide qualification for all employees. Employees hired prior to January 1, 1998, were not hired with a French language condition of employment and are considered to be legacied.

The Parties agree to the following:

1. Legacied employees shall have the ability to exercise their seniority rights on the units located at 185 Despins Street - ABC tower. This would include the three regional units, 2ABC, 4ABC and 5ABC, and also 3ABC which is currently a PCH unit. Though qualifications include the ability to communicate in both official languages Actionmarguerite will extend the legacied provisions for the legacied employees, without precedent and without prejudice, to enable them to exercise their seniority rights and carry their legacied rights to any vacant position of the same classification on the ABC units.
2. Legacied employees will only be considered for vacant positions on the DE units (2, 3 and 4) if there are no qualified bilingual internal and/or external applicants and only if they are willing and agree to take French language training as a condition of employment.
3. If a legacied employee applies for a vacant position within a different classification legacied rights will follow and numbers 1 and 2 above will apply.
4. Legacied employees who are currently assigned to the DE units will retain their legacied rights on their assigned DE unit, current permanent positions, shift type and FTE as of November 22, 2016.

#### Special Circumstances

5. Where vacant positions are posted for the DE tower, legacied employees may apply and exercise their seniority rights to obtain a different permanent FTE and/or shift type within their classification. This could occur in two different ways:

6. As a first option, the Employer will review the internal applicants for a posted position on the DE side to determine if awarding can occur within the context of Article 8:02 below and those having expressed interest in the position. If possible, the Employer will award a fully qualified candidate from the ABC side the posted position on the DE side. The legacied employee would then be awarded the position vacated on the ABC side.

Article 8:02

*"In order to be eligible for a vacant position, an employee must first possess the qualifications prescribed by the Employer for the position concerned, possess a satisfactory employment record and meet the physical requirements of the position in question. Where more than one (1) employee possesses the above selection criteria, the vacancy selection shall be based upon seniority."*

7. As a second option, reassigning a fully qualified employee, holding the same shift type and same FTE as the posted position, from the ABC side to the DE side. The least senior person meeting the criteria would be considered for the reassignment. The legacied employee would then be awarded the vacant position of the same shift type and FTE on the ABC side. A minimum four (4) week notice period would apply for rotation changes.
8. We commit to preparing a letter for each legacied employee copied to their personnel file that clearly identifies their legacied status.

In conjunction with Actionmarguerite Saint-Boniface's language mandate, the Recruitment and Staffing Policy defines the required levels of French by position category. These levels will be used to determine if an employee meets the French linguistic qualification. In order to determine their level, an independent language proficiency test is conducted.

### LETTER OF UNDERSTANDING #34

#### RE: THE APPLICATION OF THE LINGUISTIC POLICY AT:

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- **Centre de santé Notre-Dame Health Centre and Foyer Notre-Dame**
- **Centre de santé St. Claude Health Centre**
- **Centre médico-social De Salaberry District Health Centre and Repos Jolys**
- **Hôpital Ste-Anne Hospital**

The Parties recognize that as long as the French language criteria remains a bona-fide qualification for positions in the above-noted sites, positions will be posted with that requirement and filled by qualified applicants in accordance with the following:

- Permanent employees and term (see 1408) employees from the site where the vacancy occurs;
- Permanent employees and term (see 1408) employees from other sites within the Employer;
- Casual employees from the site where the vacancy occurs;
- Casual employees from other sites within the Employer.

The Parties further agree that if no applicants meet the French language criteria, the qualification will be deleted and the Employer will then award the position, in accordance with the Collective Agreement.

For the purposes of this Agreement, all permanent employees who work at this site will be deemed to meet the French language criteria.

Existing Employees who apply to transfer to a different classification after the date of signing will be required to meet the French language criteria unless otherwise mutually agreed. An existing employee, who does not pass the French Language Assessment, and awarded the new classification, must demonstrate progressive French language competency within one (1) year.

New Employees hired after the date of signing will be required to meet the French language criteria. New employees who may be hired after the date of signing who do not pass the Active Offer Assessment, must demonstrate progression towards the required French language competency each year.

## LETTER OF UNDERSTANDING #35

### WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION APPLICABLE AT NINE CIRCLES COMMUNITY HEALTH CENTRE

#### RE: VACATION ACCRUAL PER CUPE ARTICLE 1503

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It is agreed between the Parties that the applicability of the language in the former CUPE Nine Circles Collective Agreement – Article 26.02 (embedded below) will apply only to the list of employees included in this LOU and shall not be applied to employees who may transfer or be hired into the Employer after **September 23, 2022**.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease. Vacation entitlement rates with the former Employer will be maintained and if able, transferred to the new Employer, provided they are party to the “mobility/portability” provisions. The employee will maintain current entitlement rate however will be subject to the accrual rate at the receiving Employer.

*26.02 Employees shall earn vacation on the following basis:*

- *First and second years of employment - three (3) weeks per year;*
- *Third, fourth, fifth and sixth years of employment - four (4) weeks per year;*
- *Seventh to twenty years of employment - five (5) weeks per year;*
- *Twenty and subsequent years of employment - six (6) weeks per year.*

This LOU is applicable to the following employees that were employed on September 23, 2022:

Name	Bargaining Unit
Adam Groves	FS
Angele N. Jensen	FS
Chance D. Dupuis	FS
Cynthia Seida	FS
Ella L. Rockar	FS
Jessica A Tait	FS
Karen E. Dowd	FS
Kelly L. Crossley	FS
Suneet Utal	FS
Tina Sorensen	FS

Name	Bargaining Unit
Chris G. Podesta	CS
Destiny Michell	CS
Shannon Boyle	CS
Sharon Costello	CS
Yves Ndimurukundo	<b>CS</b>

\*FS = Facility Support

\*CS = Community Support

## LETTER OF UNDERSTANDING #36

### WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION APPLICABLE AT KLINIC COMMUNITY HEALTH

#### **RE: VACATION ACCRUAL PER CUPE ARTICLE 1503**

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It is agreed between the Parties that the applicability of the language in the former CUPE Clinic Community Health Collective Agreement – Article 25.02 (embedded below) will apply only to the list of employees included in this LOU and shall not be applied to employees who may transfer or be hired into the Employer after **September 23, 2022**.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease. Vacation entitlement rates with the former Employer will be maintained and if able, transferred to the new Employer, provided they are party to the “mobility/portability” provisions. The employee will maintain current entitlement rate however will be subject to the accrual rate at the receiving Employer.

**25.02** *Employees shall earn vacation on the following basis:*

- *First year of employment - three (3) weeks per year;*
- *Second, third, fourth and fifth years of employment - four (4) weeks per year;*
- *Sixth and seventh years of employment - five (5) weeks per year;*
- *Eighth and subsequent years of employment - six (6) weeks per year.*

This LOU is applicable to the following employees that were employed on September 23, 2022:

<b>Name</b>	<b>Bargaining Unit</b>
Angie Herrera Hildebrand	FS
Azka Ahmed	FS
Courtenay L.A. Vincent	FS
Daphne G. Clemmons	FS
Jaime G. Mateush	FS
Jasbir K. Kainth	FS
Kristy M. Sytkowski	FS
Leanne P. Dacey	FS
Maureen L. Andreychuk	FS
Razel R. Velicaria	FS
Salisha Ramdeen	FS

\*FS = Facility Support

\*CS = Community Support

<b>Name</b>	<b>Bargaining Unit</b>
Mitchell Ashley Gawne	CS

## LETTER OF UNDERSTANDING #37

### WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION APPLICABLE AT SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA

#### RE: VACATION ACCRUAL PER CUPE ARTICLE 1503

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It is agreed between the Parties that the applicability of the language in the CUPE SERC Collective Agreement – Article 21.01 (embedded below) will apply only to the list of employees included in this LOU and shall not be applied to employees who may transfer or be hired into the Employer after **September 23, 2022**.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease. Vacation entitlement rates with the former Employer will be maintained and if able, transferred to the new Employer, provided they are party to the “mobility/portability” provisions. The employee will maintain current entitlement rate however will be subject to the accrual rate at the receiving Employer.

**21.01** *Employees shall earn vacation on the following basis:*

- First (1<sup>st</sup>) and second (2<sup>nd</sup>) years of employment - one and one-fourth (1¼) days per month (three [3] weeks per year).
- Years three (3) through five (5) of employment - one and two-thirds (1⅔) days per month (four [4] weeks per year).
- In the sixth (6<sup>th</sup>) year of employment - one and two-thirds (1⅔) days per month plus one (1) day per year (twenty-one [21] days per year).
- In the seventh (7<sup>th</sup>) year of employment - one and two-thirds (1⅔) days per month plus two (2) days per year (twenty-two [22] days per year).
- In the eighth (8<sup>th</sup>) year of employment - one and two-thirds (1⅔) days per month plus three (3) days per year (twenty-three [23] days per year).
- In the ninth (9<sup>th</sup>) year of employment - one and two-thirds (1⅔) days per month plus four (4) days per year (twenty-four [24] days per year).
- In the tenth (10<sup>th</sup>) through nineteenth (19<sup>th</sup>) years of employment - two and one-twelfth (2⅛) days per month (five [5] weeks per year).
- In the twentieth (20<sup>th</sup>) and subsequent years of employment - two and one-half (2½) days per month (six [6] weeks per year).

This LOU is applicable to the following employees that were employed on September 23, 2022:

Name	Bargaining Unit
Friday Olowookere	Facility Support
Gloria Koop	Facility Support
Tanya Smith	Facility Support
Wendy Emerson	Facility Support

**LETTER OF UNDERSTANDING #38****WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION  
APPLICABLE AT CHURCHILL HEALTH CENTRE****RE: VACATION ACCRUAL PER CUPE ARTICLE 1503**

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It is agreed between the Parties that the applicability of the language in the former MGEU Churchill Collective Agreement - Article 34:02 (embedded below) in relation to the rate of annual vacation earned will apply to employees employed at the Churchill site.

Should any employee transfer to another site or another Employer, the entitlements under this provision going forward from the date of transfer to the new site or date of hire into the new Employer will cease. Vacation entitlement rates with the former Employer will be maintained and if able, transferred to the new Employer, provided they are party to the “mobility/portability” provisions. The employee will maintain current entitlement rate however will be subject to the accrual rate at the receiving Employer.

*34:02 Annual vacation shall be earned at the rate of:*

- *Twenty (20) working days per year for the first four (4) years of employment;*
- *Twenty-five (25) working days per year commencing at the fifth (5<sup>th</sup>) year of employment;*
- *Thirty (30) working days per year commencing at the tenth (10<sup>th</sup>) year of employment.*



## LETTER OF UNDERSTANDING #39

**WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION  
APPLICABLE AT WRHA COMMUNITY FORMER MGEU 220  
COLLECTIVE AGREEMENT ONLY**

**RE: ARTICLE 20 - SEVERANCE PAY**

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It is agreed between the Parties that the applicability of the language in the former MGEU 220 Winnipeg Regional Health Authority Community Collective Agreement Article 20 - Severance Pay (embedded below) will apply only to the list of employees included in this LOU provided they remain in a classification as noted in the Classification Listing in the LOU in the WRHA Community Program covered under the former MGEU 220 Agreement.

Should any of the employees listed below transfer to a position with the Winnipeg Regional Health Authority external to the WRHA Community Program or to another Employer, the entitlements under this provision from the date of transfer or hire into the new Employer will cease. The employee will be entitled to pre-retirement leave based on the provisions of the applicable relevant Collective Agreement provided they are party to the "mobility/portability" provisions.

This Article is applicable to persons employed by the WRHA and occupying a position covered by the former MGEU 220 Collective Agreement with a hire date on or before June 6, 2001, effective the **September 23, 2022**:

- 20:01 *Employees with nine (9) or more years of continuous service who retire shall be paid severance pay in the amount of one (1) week's pay for each complete year of accumulated service or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. Example: ten (10) years, eight (8) complete months of continuous service equals ten and eight-twelfths (10 <sup>8</sup>/<sub>12</sub>) weeks of severance pay.*
- 20:02 *Where an employee in the employee's ninth (9<sup>th</sup>) year of continuous service fails to complete nine (9) years' service as a result of retirement the employee shall be paid severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth (9<sup>th</sup>) year divided by twelve (12) months.*
- 20:03 *In addition to the severance pay set out in Section 20:01, employees who retire will also be eligible for the following severance pay:*
- (a) *For employees with twenty (20) or more years of accumulated service, an additional two (2) weeks' pay;*
  - (b) *For employees with twenty-five (25) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsection (a);*

- (c) *For employees with thirty (30) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsections (a) and (b);*
- (d) *For employees with thirty-five (35) or more years of accumulated service, two (2) weeks' pay in addition to the amounts in Subsections (a), (b) and (c).*

- 20:04 *In the case of employees with nine (9) or more years of continuous service whose services are terminated as a result of death, the employee's estate shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.*
- 20:05 *Where an employee in the employee's ninth (9<sup>th</sup>) year of continuous service fails to complete nine (9) years' service as a result of death, the employee's estate shall be paid severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth (9<sup>th</sup>) year divided by twelve (12) months.*
- 20:06 *Employees with one (1) or more years of continuous service whose services are terminated as a result of permanent layoff, shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) weeks' pay.*
- 20:07 *Where an employee in the employee's first (1<sup>st</sup>) year of accumulated service fails to complete one (1) year's accumulated service as a result of permanent layoff, the employee shall be paid severance pay on the basis of one (1) week's pay multiplied by the factor of the number of complete months service completed in the employee's first (1<sup>st</sup>) year divided by twelve (12) months.*
- 20:08 *An employee who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two (2) equal payments provided both payments occur within the same fiscal year as the effective date of the retirement or permanent layoff. In the case of severance payable on permanent layoff upon receiving notice of layoff and waives the right to be recalled.*
- 20:09 *The rate of pay referred to in this Article shall be determined on the basis of the last regular biweekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death.*
- 20:10 *In the case of employees eligible for severance pay who are on standby or temporary layoff at the time of retirement, permanent layoff or death, the weekly hours shall be, the normal weekly hours of work in effect for the*

*classification of the employees at the time of the retirement, permanent layoff or death.*

- 20:11 *Severance pay may be utilized to directly fund buy back of pension service in accordance with Canada Revenue Agency (CRA) limits and restrictions. Contributions for this purpose must also conform to the terms and conditions of the Civil Service Superannuation Plan.*
- 20:12 *An employee that terminates employment at any time due to permanent disability shall be granted severance pay payable in lump sum in accordance with the calculation methods prescribed in this Article.*

*Names of full-time and part-time employees employed by the WRHA and covered under the former MGEU 220 Collective Agreement effective September 23, 2022.*

<b>Employee Full Name</b>	<b>EFT</b>	<b>Job Code</b>
Abad, Maria	FT	30000189
Abdul Basir, Qais	FT	30000189
Abegunde, Olulade	FT	30000207
Abrillo, Maryruth	FT	30000209
Adhikari, Ashika	FT	30002450
Advent, Laura	FT	30000190
Ahmo, Martha	FT	30000209
Allan, Nancy	FT	30000189
Ammeter, Mary - Anne	PT	30000209
Anderson, Carol	FT	30000187
Anderson, Deborah	FT	30000182
Andreas, Melissa	FT	30001979
Andreychuk, Sheri	FT	30000180
Anthony, Bridget	PT	30000209
Arandia, Maria Regine	FT	30000180
Arcibal, Ofelia	FT	30000180
Asham, Cara	FT	30000189
Astrope, Hannah	FT	30000189
Averion, Jocelyn	FT	30000182
Babynchuk, Teresa	FT	30000180
Baccaert, Nicole	FT	30000189
Bacon, Brent	FT	30000189
Bakos, Sherry	PT	30002221
Balala, Marvelyn	PT	30000180
Banmann, Sarah	FT	30000209
Baptista, Modelyn	FT	30000182
Barbon, Maria	FT	30000182

<b>Employee Full Name</b>	<b>EFT</b>	<b>Job Code</b>
Bartolome, George	FT	30000189
Batchelor, Lisa	FT	30000179
Baudet, Alizee	PT	30000181
Bell, Johanna	FT	30000189
Bembenek, Rhiannon	FT	30000189
Beredo, Joan	FT	30000182
Bernier, Stacey	FT	30000209
Berthelette, Hailey	FT	30000189
Bilto, Mazen	FT	30000189
Boca, Carmen	FT	30000182
Bole, Ravinder	FT	30000189
Bozzelli, Daniela	FT	30000182
Brar, Jeenu	FT	30000189
Breti, Lisa	FT	30000189
Brinton, Amy	FT	30000182
Brisebois, Alyssa	FT	30000189
Broad, Sarah	FT	30002327
Brown, Allison	FT	30000189
Brown, Deanne	FT	30000182
Bubb, Theresa	FT	30000207
Buenafe, Roanne	FT	30000181
Cabaltera-Funk, Eunice	PT	30000189
Calo, Janice	FT	30000180
Cao, Cindy	FT	30000182
Castro, Katherine	FT	30000181
Cazzorla, Paul	FT	30000208
Chernick, Kristen	PT	30000212
Chief, Tami	FT	30000180
Christianson, Jessie	PT	30000180
Clark, Jessica	PT	30000182
Clarke, Kelly	FT	30000181
Cornejo, Christine	FT	30000189
Cotterell, Julia	FT	30000180
Crait, Andrea	PT	30000180
Croatto, Vanessa	FT	30000185
Crump, Stedroy	FT	30000182
Cunanan, Samantha	FT	30000180
Currie, Kristina	FT	30001979
Dagg, Esther	FT	30000181
D'Andreamatteo, Juliana	FT	30000182
Dann, Carrie	PT	30000181

<b>Employee Full Name</b>	<b>EFT</b>	<b>Job Code</b>
David, Martha	FT	30000209
Davy, Angela	PT	30000189
Davy, Ivy	FT	30000182
De Leon, Maria Theresa	FT	30000189
De Ocampo, Maricar	FT	30000209
De Ocampo, Mona	FT	30000209
Dela Cruz, Carrie-Lynn	FT	30000180
Delaine, Danielle	FT	30000189
Dembele, Drissa	FT	30001876
Desorcy, Rheanne	FT	30000180
Desrosiers, Emilie	FT	30000189
Dhaliwal, Ritu	FT	30000189
Diato, Celeste Ann	FT	30000182
Diawara Eps Ndiaye, Maimouna	FT	30000209
Didora, Nora-Lynn	FT	30000189
Dizon, Imelda	FT	30001979
Dolores, Sheena	PT	30002450
Dubois, Chantelle	FT	30000180
Dumontet-Lazar, Carol	FT	30000208
Epp, Pamela	FT	30000181
Escoto, Estrella	FT	30000189
Esmundo, Lorraine	FT	30000182
Espiritu, Ernelyn Joy	FT	30000189
Evidente, Louise	FT	30000188
Ewharekuko, Melissa	FT	30000182
Federau, Ruth	FT	30001979
Feniuk, Shelly	FT	30000185
Fernandes, Pamela	FT	30001979
Ferraro, Miranda	FT	30000182
Ferreira Dos Santos Silva, Paulina Maria	FT	30000209
Ferrer, Felicidad	PT	30000209
Flamand, Melissa	FT	30000182
Foy, Nicole	FT	30000189
Francisco, Rosalia	FT	30000180
Furtado, Barbara	FT	30000182
Futros, Brenda	FT	30000180
Gacilan, Maria	FT	30000182
Galay, Jillian	FT	30000182
Garon, Rhia	FT	30000189
Garrett, Carlene	FT	30000209
Gatdula, Marittes	FT	30000208

<b>Employee Full Name</b>	<b>EFT</b>	<b>Job Code</b>
Gatehouse, Ashley	FT	30000207
Gibson, Talia	FT	30000180
Gill, Gurneet Kaur	PT	30002450
Ginter, Amanda	PT	30001979
Glesby, Patti	PT	30000181
Gliddon, Shannon	FT	30000180
Gonzales, Anna May	FT	30000209
Grossman, Jeanne	FT	30000189
Grove, Alyssa	FT	30000189
Guenette, Nicole	FT	30002221
Guevarra, Bernadette	FT	30000189
Guinto, Ladylyn	FT	30000180
Guzman-Tayag, Elaine	FT	30000180
Habon, Melinda	FT	30000209
Halford, Hailey	FT	30000180
Hall, Colin	FT	30000182
Hampson, Tracie	PT	30001979
Hapin, Anna	FT	30000204
Harder, Rachel	FT	30000180
Harp, Jennifer	FT	30002327
Harris, Dina	FT	30000180
Harron, Sheryl	FT	30000180
Haywood, Tanya	FT	30000189
Hebert, Chanel	FT	30000189
Hebert, Gabrielle	FT	30000189
Herbachuk, Peggy	FT	30000181
Hernandez, Athena	FT	30000189
Hernandez, Charmaine	FT	30000180
Hill, Jane	FT	30000182
Holzberger, Tricia	FT	30000182
Horzempa, Jennifer	FT	30000189
Houde, Michelle	FT	30000180
Hryndzio, Teresa	FT	30000181
Hudson, Roxanne	FT	30000209
Hyman-Brown, Charmaine	FT	30000181
Imbrogno, Elisabetta	FT	30000180
Inkster, Wayne	FT	30001876
Iradukunda, Stella	FT	30002450
Irvine, Loretta	FT	30000182
Jagdeo, Lara	FT	30000182
Jamil, Sana	FT	30001864

<b>Employee Full Name</b>	<b>EFT</b>	<b>Job Code</b>
Jensen, Jackie	PT	30000208
Johal, Ravneet	FT	30000182
Johnson, Pamela	FT	30000181
Johnston, Madison	FT	30000189
Jolly, Arya	FT	30000207
Jones, Jacey	FT	30001979
Jorek, Angella	FT	30005701
Jorgenson, Deborah	PT	30000209
Joseph, Marisa	FT	30000180
Josue, Maria Fatima	PT	30000182
Jowett, Ashley	FT	30000180
Juarizo, Karen	FT	30000189
Kappy, Erica	FT	30000182
Karlenzig, Pauline	FT	30000181
Kaur, Amritpal	FT	30000209
Kaur, Chamanpreet	FT	30000189
Kaur, Jaspreet	FT	30001864
Kaur, Lovedeep	FT	30000180
Kaur, Rajwinder	FT	30000182
Kaur, Ramandeep	FT	30000189
Keith, Meghan	FT	30000182
Keller, Donna	FT	30002475
Kelly, Jaimie	FT	30000189
Klainchar, Darlene	PT	30000209
Klohn, Kimberly	FT	30000180
Komljenovic, Nada	FT	30000189
Komyshyn, Brad	FT	30000189
Koss, Charlene	FT	30000180
Krajewski, Joanna	FT	30000189
Lacara, Lilibeth	FT	30000210
Lafond, Michelle	FT	30000189
Lambert, Genevieve	FT	30000181
Laminger, Karen	FT	30000190
Lavallee, Sandra	FT	30000180
Lawson, Brittani	FT	30001979
Ledda, Russia	FT	30000189
Lemky, Jesse-Allan	FT	30005331
Lesage, Mona	FT	30000190
Lievana-MacTavish, Amanda	FT	30001876
Lilako, Christopher	FT	30000207
Lopez, Jhobel	FT	30000180

<b>Employee Full Name</b>	<b>EFT</b>	<b>Job Code</b>
Loudon, Christy	FT	30000207
Macharia, Valerie	FT	30000182
Mackenzie-Kleber, Aislinn	FT	30000182
Madec, Kim	FT	30000180
Magpayo, Jana	FT	30000209
Malabanan, Micah	FT	30000189
Malicdem, Claryce	FT	30000189
Maliwanag, Charisse	FT	30000182
Manansala, Cristopher	FT	30000182
Maneclang, Rachel	FT	30000209
Manriquez, Geraldine	FT	30000180
Maranan, Minerva	FT	30000180
Maric, Sasha	FT	30000182
Marion, Josee	FT	30000212
Martinez, Christine	FT	30000180
Matias-Ong, Judy Fay	FT	30000181
Matikka, Felicia	FT	30000180
Matischuk, Christina	FT	30000180
McBurney, Amalia	FT	30000182
McDonald, Gwen	FT	30000208
McDonald, Lisa	FT	30000181
McGuire, Sean	FT	30000189
McKay, Krista	FT	30000182
McKubok, Nicole	FT	30000209
McLean, Roberta	FT	30000182
McLeod, Carie	FT	30000182
Medeiros, Shayla	PT	30000189
Meilleur, Taylor	FT	30000180
Merner, Deborah	FT	30000182
Mesiha, Nermine	FT	30000180
Metselaar, Michelle	FT	30000209
Milette, Mia	FT	30000180
Miller, Kristine	FT	30000209
Miller, Tanis	FT	30000185
Mitchell, Rochelle	FT	30000182
Mkanda, Mabuchi	FT	30000189
Moiny, Melissa-Joy	FT	30000189
Molina-Herrera, Julio	PT	30002450
Mondares, Laya Cristina	FT	30000182
Morton, Colleen	FT	30000182
Murdy, Jayne	FT	30000209



<b>Employee Full Name</b>	<b>EFT</b>	<b>Job Code</b>
Myers, Jennifer	FT	30000189
Nario, Mildred	FT	30000180
Natividad, Aileen	FT	30000189
Neufeld, Jennifer	FT	30000209
Nobiss, Bobbie-Jean	FT	30000189
Obidimma, Kennedy	FT	30000189
Okolie, Adebola	PT	30000189
Oliver-Bingham, Paige	FT	30000209
Oluyemi, Erin	PT	30001876
O'Meara-Desautels, Kathleen	FT	30001876
Omotoso, Olajumoke	FT	30000207
O'Shea, Denise	FT	30000181
Oughton, Angelea	FT	30002327
Overby, Rachel	FT	30000189
Owen, Caitlin	FT	30000189
Paguio, Maria Theresa	FT	30000209
Palmer, Natalee	PT	30000209
Panchuk, Laura	FT	30000189
Pangilinan, Christine	FT	30000180
Pankraz, Katharina	FT	30000180
Panyasith, Southsada Susy	FT	30000182
Parks, Cindy	FT	30002221
Pasagui, Camille	PT	30000189
Pascual, Arnelie Ann	FT	30000189
Payette, Krista	PT	30000180
Paz, Gemma	FT	30001979
Penner, Stephanie	FT	30000181
Perera, Una	FT	30000209
Perron, Nicole	FT	30000179
Picard, Nicole	FT	30000182
Pingul, Kheyciemer	FT	30002450
Pizarro, Merijun	FT	30000189
Precilla, Roselle	PT	30002221
Prihodko, Sabina	FT	30000179
Proulx, Dawna	FT	30000189
Quinn, Jennifer	FT	30000180
Raghoo, Babita	FT	30000181
Rai, Prema	FT	30000181
Rakar, Bryan	FT	30000207
Ramirez, Michelle	FT	30000189
Ramnarine, Jessica	FT	30000180

<b>Employee Full Name</b>	<b>EFT</b>	<b>Job Code</b>
Raquin, Rose	FT	30000209
Reimer, Kristen	FT	30000209
Rempel, Lorinda	FT	30000182
Revereza, Cherry Lynn	PT	30000181
Richard, Maureen	FT	30000180
Richards, Alanna	FT	30000180
Rindahl, Christopher	FT	30000180
Rivers, Angela	FT	30000180
Rosche, Tracy	FT	30000204
Rost, Suntka	FT	30001416
Rowinski, Paula	FT	30000209
Ruddock, Kelly	FT	30000182
Russell, Heather	FT	30000182
Saballa, Jhoann	PT	30002450
Sacco, Susanna	FT	30000182
Salazar, Ryan	FT	30000189
Samakese, Ray	FT	30001416
Samaniego, Jennifer	FT	30000180
Samorodny-Johnson, Nicole	FT	30000182
Samson, Michelle	FT	30000182
Sandmoen, Dale	FT	30000182
Santiago, Charmagne	FT	30000189
Saunders, Jennifer	FT	30000182
Savage, Lori	FT	30000181
Savoie, Sherri	FT	30000181
Schambach, Kelli	PT	30000189
Scott, Kimberly	FT	30000182
Seidel, Kimberlee	FT	30000181
Senecal, Jaclyn	FT	30000209
Settee, Michelle	FT	30000180
Shah, Rakhi	PT	30000189
Sharma, Aman	FT	30000189
Sharma, Shashi	FT	30000180
Short, Shay	FT	30000209
Simard, Danae	FT	30000189
Singh, Amanpreet	FT	30000182
Singh, Jasmin	FT	30000180
Sistona, Virginia	FT	30000180
Skarzynski, Stephanie	PT	30000181
Skorulski, Stasia	FT	30000189
Sobkowich, Skylar-Dawn	FT	30000181

<b>Employee Full Name</b>	<b>EFT</b>	<b>Job Code</b>
Sohal, Amninder	FT	30000180
Soloniuk, Deanna	FT	30001979
Soriano, Glenda	FT	30000180
Stambrook, Andrew	FT	30000182
Stark, Jordan	FT	30000181
Stasiuk, Haley	FT	30000180
Steinke, Samantha	FT	30001876
Stevenson, Marie	PT	30002221
Stewart, Cheryl	FT	30000182
Stewner, Whitney	PT	30002221
Sumner, Donna	FT	30000204
Sutherland, Sara	FT	30000208
Taylor, Atarah	FT	30002221
Taylor, Janna	FT	30000189
Teitsma, Hendrika	PT	30000180
Tenbruggencate, Meredith	FT	30000182
Tessier, Natalie	FT	30000189
Thompson, Nadia	FT	30000189
Thomson, Andrea	FT	30000209
Tittlemier, Deanna	FT	30000185
Toews, Abigail	FT	30000182
Tolea, Christina	FT	30005877
Tomas, Flordeluna	FT	30000180
Tourond, Madison	FT	30000189
Tsegai, Betial	FT	30000189
Tsegai, Eyovell	FT	30000189
Tulner, Carol	PT	30002221
Turcotte, Beatrice	FT	30000211
Twoheart, Linzy	FT	30000180
Vandall, Debbie	FT	30000209
Vazquez, Hershey	FT	30000180
Vincent, Andrea	FT	30001864
Walji, Aliya	PT	30000209
Warren, Julie	FT	30000182
Wattier, Lisa	FT	30000189
Weldetensaie, Searet	FT	30000209
Wentoniw, Chastity	PT	30002450
Wesenberg, Laura	PT	30000181
West, Hailey	PT	30000189
Williams, Kishana	FT	30000189
Wishlow, Leslie	FT	30000182

<b>Employee Full Name</b>	<b>EFT</b>	<b>Job Code</b>
Woodside, Steven	FT	30000182
Woyke, Doris	FT	30000180
Yumang, Cindy	FT	30000180
Zaid, Itaf	FT	30002450
Zhao, Shuang	FT	30000182

### Classification Listing

The following reflects the current list of classifications that exist under the former MGEU 220 Collective Agreement and the job titles that fall within the classification titles.

This list is subject to change and is for information purposes to assist with determining the applicability of this LOU.

#### Facility Support

Admin Officer 1 (1885 hours) - 30000179  
Admin Secretary (1950 hours) - 30000203  
Admin Secretary 2 (1885 hours) - 30000180  
Admin Secretary 2 (1950 hours) - 30000204  
Admin Secretary 3 (1885 hours) - 30000181  
Attendant - Crisis Services (2080 hours) - 30001690  
Clerk 1 (1885 hours) - 30000187  
Clerk 2 (1885 hours) - 30000188  
Clerk 4 (1885 hours) - 30000190  
Housing Support Worker - 30002327  
Primary Care Assistant (1885) - 30001979  
Primary Care Assistant (2015 hours) - 30000209  
Public Health Clerk - 30002221  
Resource Coordinator (1885 hours) - 30000182  
Resource Coordinator Specialist (1885 hours) - 30000185  
Scheduling Clerk (1885 hours) - 30000189  
Senior Primary Care Assistant (1885 hours) - 30002475  
Senior Primary Care Assistant (2015 hours) - 30000208  
Unit Assistant (2015 hours) - 30000210

#### Community Support

Community Health Worker (2015 hours) - 30000207  
Crisis Worker (2080 hours) - 30001740  
Forensic Support Worker - 30002272  
Mental Health Support Worker (2080 hours) - 30001864  
Occupational Therapy Assistant (2015 hours) - 30000211  
Outreach Worker (1885 hours) - 30001876  
PACT Support Worker - 30000197

**LETTER OF UNDERSTANDING #40**

**WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION  
SHARED HEALTH EMPLOYERS ORGANIZATION  
NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION**

**RE: NORTHERN TRAVEL BENEFIT**

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**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 the CRA and is subject to any changes implemented by the CRA or any ruling which the CRA may imply in respect to the benefits eligible.
2. Should the CRA 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 the Designated Areas Allowance.

**LETTER OF UNDERSTANDING #41****NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION****RE: UNCERTIFIED HEALTH CARE AIDE EXTENDED ORIENTATION**

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The Employer and the Union mutually agree that the following conditions and understandings apply regarding the establishment of an Uncertified Health Care Aide Extended Orientation Pilot Project.

A Health Care Aide (uncertified) shall progress to the Health Care Aide (certified) classification at the same increment level upon successful completion of an approved Health Care Aide training program, or upon successful completion of the NHREO Uncertified Health Care Aide Extended Orientation in addition to the completion of one (1) year of service as a Health Care Aide (uncertified). For this purpose, one (1) year of service shall mean the equivalent yearly hours of a full-time employee.

A newly hired Health Care Aide who holds a valid certificate from a recognized Manitoba Community College will commence employment at the Health Care Aide (certified) rate of pay.

It is understood that the NHREO pilot project for the Uncertified Health Care Aide Extended Orientation will not constitute an approved course for the purpose of wage rate or qualification as a Certified Health Care Aide.

**LETTER OF UNDERSTANDING #42****NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION****RE: ONE-TO-ONE ATTENDANT**

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Whereas the need arises from time to time for the Northern Health Region Employers Organization to provide a One-to-One Attendant for clients/patients/residents:

1. One-to-One Attendant duty shall be considered work of the Bargaining Unit. In emergency situations, the Employer can utilize an outside source provided that the appropriate dues are remitted to the Local Union.
2. The Employer and the Union agree to allow twelve (12) hour shifts when required. The Parties also agree to waive overtime rates of pay for these hours worked, except as set out below:
  - (a) Where full-time employees are utilized; or
  - (b) In accordance with the Twelve (12) Hour LOU.
3. It is further agreed that the rate of pay applicable for One-to-One Attendant duty will be that of the Uncertified Health Care Aide.
4. An employee who receives less than twenty-four (24) hours' notice of cancellation for a shift, shall receive three (3) hours of pay at their basic rate of pay.

## LETTER OF UNDERSTANDING #43

### APPLICABLE TO NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION SHARED HEALTH EMPLOYERS ORGANIZATION SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION FACILITY AND COMMUNITY SUPPORT COLLECTIVE AGREEMENTS

#### **RE: APPLICATION OF SENIORITY - VACANCY SELECTION - ARTICLE 1202**

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Article 1202 of the CUPE Collective Agreement shall not apply to classifications previously covered by one of the following Collective Agreements:

CancerCare Manitoba - MAHCP - Prof/Tech  
Deer Lodge Centre - MAHCP - Prof/Tech  
Misericordia Health Centre - MAHCP - Prof/Tech  
Riverview Health Centre - WAPSO - Prof/Tech  
Southern Health-Santé Sud (Direct Operations) - MGEU Prof/Tech  
St. Boniface Hospital - MAHCP - Prof/Tech  
WRHA - MAHCP - Prof/Tech  
WRHA Corporate and Community - MGEU 220 (Resource Coordinators **and Resource Coordinator Specialists**)

For classifications previously covered by one of the above-noted Collective Agreements, Article 1202 of the CUPE Collective Agreement shall be amended as follows:

- 1202 (a) 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.
- (b) 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.

Former Collective Agreements	Classifications
CancerCare Manitoba MAHCP - Prof/Tech	<ul style="list-style-type: none"> <li>Electronic Tech Senior (FS)</li> <li>Electronic Technologist/Computer Engineer Tech (FS)</li> <li>Design Technologist (FS)</li> <li>Senior Design Technologist (FS)</li> </ul>
Deer Lodge Centre Site MAHCP - Prof/Tech	<ul style="list-style-type: none"> <li>Recreation Worker (CS)</li> </ul>



Former Collective Agreements	Classifications
Misericordia Health Centre MAHCP - Prof/Tech	<ul style="list-style-type: none"> <li>• Supervisor, Intake &amp; After Hours Program (FS)</li> </ul>
Riverview Health Centre WAPSO - Prof/Tech	<ul style="list-style-type: none"> <li>• Accountant (FS)</li> <li>• Coordinator, Communication Services / Project Management (FS)</li> <li>• Coordinator, Health Information Department (FS)</li> <li>• Safety Coordinator (FS)</li> <li>• Volunteer Coordinator (FS)</li> </ul>
Southern Health-Santé Sud (Direct Operations) MGEU - Prof/Tech	<ul style="list-style-type: none"> <li>• Community Health Worker (CS)</li> <li>• Home Care Resource Supervisor (FS)</li> <li>• Mental Health Resource Coordinator (FS)</li> <li>• Resource Coordinator - Home Care (FS)</li> </ul>
St. Boniface Hospital MAHCP - Prof/Tech	<ul style="list-style-type: none"> <li>• Supervisor, Dietary Office (FS)</li> <li>• Supervisor, Food Services (FS)</li> </ul>
WRHA MAHCP - Prof/Tech	<ul style="list-style-type: none"> <li>• Regional Clinical Engineer (Masters) (FS)</li> <li>• Imaging Equipment Technologist (FS)</li> <li>• Senior Imaging Equipment Service Technologist (FS)</li> </ul>
WRHA Corporate and Community MGEU 220	<p>The following classification list includes but may not be limited to:</p> <ul style="list-style-type: none"> <li>• Resource Coordinator - Home Care (FS)</li> <li>• Resource Coordinator Specialist (FS)</li> </ul>

**LETTER OF UNDERSTANDING #44**

**NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION  
SHARED HEALTH EMPLOYERS ORGANIZATION  
SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION  
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION**

**RE: ARTICLE 102 (a) - WORK OF THE BARGAINING UNIT**

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102 Work of the Bargaining Unit

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

The Parties agree that past practice, effective September 23, 2022, shall be deemed to have received mutual agreement.

## LETTER OF UNDERSTANDING #45

### APPLICABLE TO HSC SITE ONLY IN THE SHEO FACILITY SUPPORT COLLECTIVE AGREEMENT

#### RE: CLASSIFICATION OF LEAD HAND

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The Parties agree that the following terms and conditions shall apply to the Health Sciences Centre's (HSC) decision to establish the classification of Lead Hand for areas in Maintenance and Trades. All provisions of the Collective Agreement which would normally apply, shall apply unless otherwise provided for in this LOU.

1. HSC established position(s) of Lead Hand based upon the job description initially dated June 9, 1994\*, last updated May 12, 2009\* or as otherwise amended.

\* Without prejudice or precedent, the Parties agree specifically that the provision in the job description "not including the application of corrective discipline" shall not be changed without mutual agreement.

2. For the classification of Lead Hand only, Article 1202 shall be amended as follows:

*"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."*

The seniority point value available to be assessed in favor of the most senior applicant shall be ten percent (10%). All remaining applicants shall be assessed a seniority point value which is prorated in relation to the most senior applicant.

3. For the classification of Lead Hand only, Article 102 (a) shall be amended as follows:

#### 102 Work of the Bargaining Unit

*"(a) Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both Parties or in the case of training or emergency, except as provided for in the job description of the Lead Hand dated June 9, 1994 or as otherwise amended."*

4. (a) HSC agrees to award these positions to members in the classification employed by Shared Health and located at the Health Sciences Centre site. This commitment shall apply to the initial awarding upon creation only and a one (1) time refilling of the position if required by the application of Article 1403 as below. At the point in time at which these positions may

again become available to be filled, the awarding of the vacancy shall be based upon all applications received including those from individuals who are not members of the bargaining unit employed by Shared Health and located at the Health Sciences Centre site.

- (b) In order to commit to awarding these positions to members of the bargaining unit as described clause 4. (a), it may be necessary for HSC to set aside to varying degrees some aspects of position requirements. Such action shall be performed on a without prejudice or precedent basis.
  - (c) HSC also agrees that in the event that the classification of Lead Hand is expanded in excess of the existing positions addressed by this LOU, the awarding of these additional positions shall also be subject to the provisions of this LOU.
5. The HSC agrees that the vacant positions of members of the bargaining unit, including Helper or Labourer positions, that will be created as a result of the awarding of the Lead Hand positions in accordance with the provisions of Clauses 4. (a), 4. (b) will be posted and awarded in accordance with the terms of the current Collective Agreement.
  6. In consideration of the fact that the classification of Lead Hand requires the completion of a course in supervision or management as recognized by HSC; and, in recognition of the possibility that current members of the bargaining unit may not have undertaken to complete such a course, HSC agrees to the following accommodation with regard to Article 2504 ("displacement"):
 

*"If the layoff is expected to or actually does exceed eight (8) weeks' duration, an employee shall be entitled to exercise their employer seniority to displace an employee in any classification within the bargaining unit at the site, regardless of EFT, with the same or lower salary range, provided the employee possesses the qualifications and ability sufficient to perform the required work, or accept layoff.*

*Where due to seniority level this is not possible, an employee shall then be entitled to exercise their employer seniority to displace an employee in any classification within the other support bargaining unit at the site, regardless of EFT, with the same or lower salary range, provided the employee possesses the qualifications and ability sufficient to perform the required work, or accept layoff."*
  7. In the event of a majority of the employees within a classification having a Lead Hand position have a concern with regard to the role being filled by the occupant of the Lead Hand in their classification, the group of employees may bring their concerns to the attention of their immediate Manager or designate. In the event the concern remains unresolved, **the grievance procedure will apply.**
  8. HSC will not incur any costs related to a member's attainment of a recognized course in supervision or management.

**LETTER OF UNDERSTANDING #46****APPLICABLE TO THE ST. BONIFACE HOSPITAL SITE ONLY  
IN THE WCHREO FACILITY SUPPORT COLLECTIVE AGREEMENT****RE: SHOP HEAD COMPETITION(S)**

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The Parties agree and acknowledge for the purpose of Shop Head Competitions, qualified internal and/or external candidates will be subject to an interview, in which the candidate will be assessed against a benchmark.

In acknowledgement of this condition, the Parties agree without prejudice or precedence to the following terms & conditions.

1. In accordance with Article 1401, Shop Head Positions will be posted for a period of seven (7) calendar days, through Success Factors.
2. Postings will be posted to internal and external applicants upon the first posting.
3. Upon the closure of a posting, internal candidates who meet posted qualifications will be interviewed first, above qualified external applicants. External applicants will be interviewed, only after all qualified internal applicants have been interviewed.
4. Interviews will be assessed on a benchmark scoring of 60%, regardless of internal or external applicant status. Should candidates not satisfy the benchmark they are disqualified from further consideration within the competition.
5. Where qualifications and scoring are deemed to be relatively equal and scoring is within 10% of the benchmark, seniority shall be the determining factor.

## LETTER OF UNDERSTANDING #47

### RE: PROVINCIAL MULTI-UNION SUPPORT SECTOR MOBILITY

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The Parties have been engaged in collective bargaining for the Facility Support and Community Support 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 health care 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 employee is the successful applicant to a support sector position with an Employer in another Employer Organization represented by another Union, 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 agreement's 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.

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.

## LETTER OF UNDERSTANDING #48

### RE: EXPANSION OF INCOME PROTECTION BENEFITS FOR FULL-TIME AND PART-TIME HOME CARE DIRECT SERVICE STAFF

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**Will be in effect until such time as the employees have been transitioned to HEB Manitoba.**

The Parties have agreed to expand Income Protection benefits to apply to all employees within the former Community Support bargaining unit and will endeavour to do so no later than April 1, 2023, subject to the outcome of the Home Care Benefit Trust Plan review.

Former Community Support employees within the Home Care Service are entitled to sick credits under the former MGEU Community Support Collective Agreement.

Former Community Support employees within the Home Care Service are entitled to payment of a weekly sick indemnity under the Home Care Benefit Trust.

The Parties have agreed to advance discussions regarding the Home Care Benefit Trust, including the entitlement of the weekly sick indemnity, to the multi-union table.

The Parties agree the following will apply:

1. Discussions regarding the expansion and implementation of Income Protection benefits to full-time and part-time direct service staff within the Home Care Service will be forwarded to the multi-union table. The multi-union table will meet within ninety (90) days post ratification.
2. Until such time a resolution is achieved at the multi-union table, full-time and part-time direct service staff within the Home Care Service, the provisions for sick credit language shall continue to apply as follows:

#### Sick Credits

- 2:01 All staff will accrue one eight (8) hour sick credit for every five hundred twenty (520) regular hours worked.
- 2:02 Employees will be allowed to carry over any unused sick credit hours from year to year.
- 2:03 The sick credit bank may not exceed thirty-two (32) hours at any point of time.
- 2:04 Sick credits may be requested to offset lost wages on the first and/or second day of illness subject to the following conditions:



- (a) Only a full day of sick credits can be utilized. A full day is based on the employee's "Normal Daily Scheduled Hours". The "Normal Daily Scheduled Hours" are defined as the daily hours within the Available Work Period associated with the biweekly EFT.
- (b) Sick credits cannot be utilized for any partial day absences.
- (c) Sick credits will only be paid at sixty-six point six seven percent (66.67%) of the regular hourly rate.
- (d) A doctor's note may be required to validate the employee's illness, at the Employer's discretion, and will not be required without valid reason.
- (e) Sick credits cannot be requested unless there are sufficient banked sick credits available to cover the full "Normal Daily Scheduled Hours" as defined in (a) above.

## LETTER OF UNDERSTANDING #49

### RE: STATEMENT OF INTENT - CASUAL SERVICE GRIEVANCES

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1. The Parties agree to recognize previous casual service from April 1, 2012, for the purposes of vacancy selection, vacation accrual rate and pre-retirement leave only, for existing part-time and full-time individuals employed with the following Employers as of September 22, 2022:
  - Actionmarguerite - Saint-Boniface and Saint-Vital
  - Eden Mental Health Centre
  - Fred Douglas Lodge Society Inc.
  - Holy Family Home
  - Southeast Personal Care Home
  - The Saul and Claribel Simkin Centre Personal Care Home
  - Victoria Hospital
2. The Parties agree to recognize previous casual service from April 1, 2012, for existing full-time and part-time individuals employed within the Northern Health Region Employers Organization and who were previously represented under the CUPE Northern Regional Health Authority 2012-2017 Collective Agreement as of September 22, 2022. This recognition of casual service shall be for the purposes of determining the individual's vacation accrual rate only.
3. In the event that there was a break in service, the employees who are actively employed with one of the Employers above shall not be entitled to the recognition listed in #1. or #2. above.
4. The Employers will undertake a reconciliation of the existing full-time and part-time employee's employment records and shall credit the employee's existing banks due to casual service starting from April 1, 2012 to September 22, 2022.
5. Any vacation that was earned for previous accruals shall be paid out in a reasonable time frame after the reconciliation process has been completed and shall be subject to all statutory deductions. Changes to the vacation accrual rate shall not apply for long service recognition.
6. Any changes to employment status after September 22, 2022, shall be subject to Article 14 and all other terms and conditions of the Collective Agreement.
7. The Parties recognize that due to the complexities of configuration, the post-ratification implementation of the new Collective Agreements shall take precedence over the reconciliation process for the casual service hours. The Employer shall endeavour to have the casual service reconciliation process undertaken immediately after the implementation of the new Collective Agreement language and sooner if reasonably possible. The PHLRS on behalf of

the Employers will continue to provide CUPE with updates on the progress of the reconciliation and any further communication regarding the reconciliation process and outcome that is provided.

8. The Parties agree that this LOU represents a resolution in full to the following grievances:

List of grievances:

Employer	Grievance #
Actionmarguerite (Saint-Boniface and Saint-Vital)	#520-085-2015 (Angela Gerbrant)
	#454-099-2015 (Nicole Gariepy)
	#455-099-2015 (Carol Beaudoin)
Eden Mental Health Centre	#663-084-2019 (Policy)
Fred Douglas Lodge Society Inc.	#32-086-2016 (Bhartiben Desai)
	#33-086-2016 (Alona Castro)
	#34-086-2016 (Soledad Ortiz)
	#35-086-2016 (Lise Osazuwa)
	#40-086-2016 (Mark Cuesta)
	#41-086-2016 (Zofia Ochrymowicz)
	#42-086-2016 (Solita Kennedy)
	#43-086-2016 (Georgina Walker)
	#44-086-2016 (Rizalina Cacayuran)
	#45-086-2016 (Steven Micomedes)
	#65-086-2016 (Carlos Atienza)
	#66-086-2016 (Kim Barlett)
	#67-086-2016 (Tammy Varkerti)
	#68-086-2016 (Jessielyn Palo)
	#69-086-2016 (Genara Alejandro)
	#79-086-2016 (Joyce Lyn Jobli)
	#80-086-2016 (Rosegene Cunanan)
	#81-086-2016 (Bernardo Pangan)
	#82-086-2016 (Mary-Ann Erhart)
	#83-086-2016 (Paterno Geronimo)
	#84-086-2016 (Jessica Bergen)
	#85-086-2016 (Tamara Kost)
	#86-086-2016 (Wilson Morte)
	#87-086-2016 (Amparo Lagus)
	#98-086-2016 (Linda Shijie He)
	#189-086-2016 (Karamjit Thind)
	#191-086-2016 (Gaudelia Santos)
	#192-086-2016 (Lannie Lopez)
	#193-086-2016 (Rita Gandhi)
	#217-086-2016 (Gemma Duque)
	#223-086-2016 (Jerome Gumemo)
	#226-086-2016 (Amanda Contois)
	#228-086-2016 (Manjit Kaur)
	#265-086-2016 (Elrey Laneza)

Holy Family Home	#674-089-2019 (Annamarie Bonneteau)
	#666-089-2019 (Policy)
The Saul and Claribel Simkin Centre PCH	#669-096-2019
Southeast Personal Care Home	#670-386-2019
Victoria Hospital	#399-100-2017 (Kendra Blue)
	#650-100-2019 (Lynn Ritchot)
	#653-100-2019 (Policy)

## LETTER OF UNDERSTANDING #50

**APPLICABLE TO ALL FORMER OEM TRADES EMPLOYEES AT  
CONCORDIA HOSPITAL, DEER LODGE CENTRE, GRACE HOSPITAL,  
HEALTH SCIENCES CENTRE, MISERICORDIA HEALTH CENTRE,  
REHABILITATION CENTRE FOR CHILDREN,  
SEVEN OAKS GENERAL HOSPITAL, AND  
FORMER MGEU TRADES EMPLOYEES AT ST. BONIFACE HOSPITAL ONLY**

### **RE: COURSE ATTENDANCE LOU**

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#### Course Attendance

- (a) Where the Employer requires an employee to attend educational conferences, workshops, or courses (within their city/town or within an eighty (80) km radius) during their regular hours of work:
  - the registration, tuition fees, and related expenses relating to attending the program (cab or mileage and parking, and lunch if not provided), shall be paid by the Employer;
  - the employee shall be paid their regular pay (at straight time rates).
  
- (b) Where the Employer requires an employee to attend educational conferences, workshops, or courses (within their city/town or within an eighty (80) km radius) outside of their regular hours of work:
  - the registration fee, tuition fees, related expenses relating to attending the program (cab or mileage and parking, and lunch if not provided), shall be paid by the Employer;
  - the employee shall either be paid overtime rates of pay in accordance with applicable overtime provisions of the Collective Agreement; or the employee's hours of work (schedule) shall be changed in accordance with provisions of the Collective Agreement to accommodate the schedule of the program attended, in which case the employee shall be paid their regular pay (at straight time rates).
  
- (c) Where the Employer requires an employee to attend educational conferences, workshops, or courses (outside of their city/town or the eighty (80) km radius and requires an overnight stay of one night or more), and which includes time outside their regular hours of work:
  - the registration fee, tuition fees, related expenses relating to attending the program (accommodation, ground & air transportation, and per diem including incidentals) shall be paid by the Employer;
  - in the case where the employee leaves for the program to be attended during their regular workday, they shall be paid their regular pay for that day;

- commencing on the following day or commencing on a non-regular workday - for each twenty-four (24) hour period the employee is away, including travel and program time, the employee shall be paid their regular days' salary (normal hours at straight time) - pro-rated for less than twenty-four (24) hour periods.
- (d) All travel arrangements must be approved by the Employer in advance.
- (e) Travel time to or from an educational conference, workshop, or course outside of regular working hours, where an employee has also worked a full shift on that same day, shall be paid at overtime rates.
- (f) Employees are entitled to cash advances for anticipated expenses related to an out-of-town trip.
- (g) "Travel Time" shall be defined as commencing two (2) hours prior to the scheduled departure time of the flight and ending two (2) hours after the flight has arrived at the final location and shall include all time in between.

**LETTER OF UNDERSTANDING #51**

**Applicable to the SHEO and the WCHREO Facility Support Collective Agreements:**

**FOR SHEO APPLICABLE TO HSC ONLY**

**FOR WCHREO APPLICABLE TO CONCORDIA HOSPITAL,  
DEER LODGE CENTRE, GRACE HOSPITAL, MISERICORDIA HEALTH CENTRE  
AND SEVEN OAKS GENERAL HOSPITAL ONLY**

**APPLICABLE TO FORMER OE TRADES AND MAINTENANCE GROUP ONLY**

**RE: UNIFORMS AND PROTECTIVE CLOTHING**

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- (a) Subject to Article 3801 (c), the number of uniforms provided will be eight (8) complete sets (8 pants and 8 shirts initially) and two additional sets January 7<sup>th</sup> of each year.
- (b) The Employer shall provide inclement weather gear such as parkas, rubber boots and gloves. Individual inclement weather gear will be provided for each person working outside or in low temperature areas. Such inclement weather gear shall be used only during work duties.

**LETTER OF UNDERSTANDING #52**

**APPLICABLE TO THE SHEO FACILITY SUPPORT BARGAINING UNIT SHARED  
HEALTH DIRECT OPERATIONS (CLINICAL ENGINEERING)  
AND CANCERCARE MANITOBA ONLY**

**APPLICABLE TO FORMER MAHCP EMPLOYEES  
EMPLOYED AS OF SEPTEMBER 23, 2022 ONLY**

**RE: ACADEMIC ALLOWANCE**

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The Employer agrees to maintain the existing allowances being paid to employees previously covered by the MAHCP CCMB and the MAHCP WRHA Imaging Technologist Collective Agreements as of September 23, 2022 for the list of employees provided below subject to the following conditions:

- (a) the academic attainment referenced continues to be relevant to the position held, is from an accredited institution and is not a qualification for the position; and
- (b) the employee remains an employee of their existing Employer in their existing classification; and
- (c) the allowance amount referenced is a monthly amount prorated on an hourly basis.

**Nuclear Electronics Staff:**

Ken Allen - Senior Technologist

Anthony (Tony) Jensen - Electronics Technologist 3

Joseph Konopski (Western Manitoba Cancer Centre) - Electronics Technologist 3

Brian Myslicki - Electronics Technologist 3

Christopher Stewart - Senior Technologist



**LETTER OF UNDERSTANDING #53**

**APPLICABLE TO HSC, GRACE HOSPITAL AND DIAGNOSTIC SERVICES -  
SHARED HEALTH (Former CUPE DSM Labs)**

**RE: PART-TIME EMPLOYEES - ACCESS TO INCOME PROTECTION AND/OR  
BEREAVEMENT LEAVE ON ADDITIONAL AVAILABLE SHIFTS/HOURS**

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Notwithstanding Article 3107, the Parties agree that part-time employees may continue to access accrued income protection credits and/or bereavement leave on days where they had previously been assigned to work additional available shifts/hours above their regularly scheduled EFT.

This LOU will cease to exist **as of March 31, 2028**.

**LETTER OF UNDERSTANDING #54****APPLICABLE TO WRHA REGIONAL DISTRIBUTION FACILITY (RDF)****RE: COOK'S CLASSIFICATION**

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The Parties agree that, through a planned staffing transition, the Cook's Classification at the RDF will be discontinued and replaced with the classification of Inventory Control Clerk (at the negotiated salary scale).

As at the date of signing, all staff in a Cook's Classification, or holding valid cook's papers will be grandfathered into a position in the Cook's Classification (if it is their desire) for the length of their employment at the RDF.

As at the date of signing, job posting that had previously been posted as a Cook's Classification, will be posted as Inventory Control Clerk. All grandfathered staff (list below) if applying for an Inventory Control Clerk will be paid at the Cook's wage and will be granted the position based on seniority amongst any other applicants with grandfathered cook's status. Any other applicants (i.e., without cook's papers) would be awarded the position based on seniority/work performance after any grandfathered applicants.

The Cook's Classification and salary scale will remain in effect at the RDF, and will receive any negotiated increases, until such a time that there are no Inventory Control Clerk employees that have been grandfathered in. That is until the grandfathered list (below) has been exhausted.

Relief replacement will be done within the grandfathered names by seniority and equitably shared before replacement from outside this list.

Evelyn Chomik – Inventory Controller  
Ziaul Chowdhury – Inventory Controller  
Franco Costa – Inventory Controller  
Richard (Neil) Line – Inventory Controller  
Anielyn Roque – Inventory Controller

**LETTER OF UNDERSTANDING #55****RE: MULTI-UNION SUPPORT SECTOR JOINT MARKET ADJUSTMENT AND WAGE STANDARDIZATION COMMITTEE**

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The Parties agree to maintain the Multi-Union Support Sector Joint Market Adjustment and Wage Standardization Committee, the purpose of which shall be to determine what if any classifications warrant a market adjustment based on demonstrable recruitment, retention patterns or wage differentials. Market Adjustments are to apply to “designated” classifications only (not all Classifications).

As such, the Parties agree the joint committee consisting of equal representation from the Employer and the Unions not to exceed twelve (12) [four from each group] committee members in total. The Multi-Union Support Sector Joint Market Adjustment and Wage Standardization Committee will commence meeting within ninety (90) days of all Unions’ ratification of the 2024-2028 negotiated agreement. Additional representatives may be invited to attend as determined by the committee to provide necessary information.

For the purposes of attempting to conclude collective bargaining with CUPE, PHLRS is prepared to confirm the funding of ten point six-eight-seven five million dollars (\$10,687,500).

The Employer to increase the agreed to Multi-Union Support Sector Joint Market Adjustment and Wage Standardization Committee Fund by ten million dollars (\$10,000,000) in total funding over the life of the Collective Agreement. This sum is to be allocated as two million five hundred thousand dollars (\$2,500,000) to MGEU and seven million five hundred thousand dollars (\$7,500,000) to CUPE. The yearly distribution of the fund shall be determined by the parties with the understanding that the total financial impact over the life of the Collective Agreement shall not exceed ten million dollars (\$10,000,000).

**Criteria:** Any adjustment(s) shall be based on demonstrable “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 and any Market Adjustment and Wage Standardization adjustments will be effective at mutually agreeable date(s) as decided by the joint committee, but no sooner than April 1, 2024.

Any Market Adjustment and Wage Standardization adjustments will be effective at mutually agreeable date(s) as decided by the joint committee, but no sooner than April 1, 2024.

**It is recognized and agreed by the parties that:**

- (i) 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 cost shared between the parties. These costs will not be charged against the Fund.**
- (ii) Should the market adjustment rate be achieved before the fund is fully expended, the parties agree that the terms of the letter of agreement have been met.**

**In order to address identified inequities, a "Market Adjustment Fund" will be provided as outlined above in and allocated as follows:**

**Costs associated with this Multi-Union Support Sector Joint Market Adjustment and Wage Standardization Committee will be borne as follows:**

- (a) Employees will not suffer a loss of pay or benefits as a result of Joint committee participation (at the expense of the Employer).**
- (b) Each party shall be responsible for its own incurred expenses.**

**Matters contained in this LOU shall not be subject to the grievance and arbitration procedure.**

**The parties agree that the amount allocated for wage standardization and market adjustments is intended to be all inclusive of all wage standardization and market adjustment issues between the parties including, but not limited to, inequities not addressed from previous wage standardization and the maintaining of wage standardization.**

**LETTER OF UNDERSTANDING #56****APPLICABLE TO NRHEO, SHEO, SHREO AND WCHREO**

**Re: PROVINCIAL TRAVEL HEALTH CARE AIDE TEAM - "PTHT"**

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**WHEREAS** there is a need to meet health care service delivery requirements throughout the Province of Manitoba;

**AND WHEREAS** the parties recognize the need for a stable, reliable and skilled workforce to effectively address the ongoing demands of various patient/resident/client care needs, with less reliance upon external contracted resources;

**AND WHEREAS** retention, recruitment and training of employees is a priority for the Manitoba government, health system Employers, and the Canadian Union of Public Employees (CUPE);

**AND WHEREAS** the parties recognize there are significant retention and recruitment challenges, and the parties agree that ongoing, focused effort on retaining and attracting employees to the provincial health system is required;

**AND WHEREAS** the Provincial Travel HCA Team is intended to make significant improvements in staffing levels, significantly decrease the Employers' reliance on agency usage, reassignment or temporary transfer of employees due to staffing shortages and mandatory overtime usage by the Employers Organizations;

**AND WHEREAS** this Letter of Understanding is intended to provide for the establishment of a Provincial Travel HCA Team that allows PTHT members to provide service across the Employers Organizations;

**NOW THEREFORE** the parties agree as follows:

- 1. The parties agree to establish a joint committee, made up of four (4) CUPE and four (4) Employer representatives, subject matter experts may be brought in to assist where required.**
- 2. First meeting shall commence within ninety (90) days of ratification;**

**Within six (6) months, the committee shall have completed a Letter of Agreement detailing the terms and conditions for payments, transportation and expenses.**

## LETTER OF UNDERSTANDING #57

### APPLICABLE TO SHARED HEALTH EMPLOYERS ORGANIZATION AND WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATIONS DESIGNATED EMPLOYERS ONLY

**RE: SECURITY - INSTITUTIONAL SAFETY OFFICER AND QUALIFIED PERSON  
SECURITY GUARD CLASSIFICATION**

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**WHEREAS** it is the desire of all parties to have a safe and healthy workplace for employees and a safe and healthy care environment for patients and visitors.

**AND WHEREAS** a provincial security enhancement project was undertaken by Employer Organizations and recommendations were received and accepted for implementation.

**AND WHEREAS** the parties have agreed to as follows:

#### **New Classifications:**

1. Institutional Safety Officer (ISO) classification will be introduced in the following sites: Brandon Regional Health Centre, Health Sciences Centre, St. Boniface Hospital, Selkirk Mental Health Centre, and Victoria General Hospital. It is understood that additional sites may be included at a future date as determined by the Employer.
2. Qualified Person Security Guard (QP) will be introduced in the following sites: Bethesda Regional Health Centre, Boundary Trails Health Centre, Dauphin Regional Health Centre, Eden Mental Health Centre, Grace Hospital, Health Sciences Centre, Pine Falls Health Complex, St. Boniface Hospital, Selkirk Regional Health Centre, Swan River Health Centre, St. Anthony's General Hospital (The Pas), Thompson General Hospital. It is understood that additional sites may be included at a future date as determined by the Employer.

#### **Salary Scales – New Classifications**

##### **Institutional Safety Officer (ISO)**

Ann Hrs.	0	1	2	3	4	5	20
2015	33.267	34.265	35.293	36.352	37.443	38.565	39.337
	67,033.005	69,043.975	71,115.395	73,249.280	75,447.645	77,708.475	79,264.055
2080	33.267	34.265	35.293	36.352	37.443	38.565	39.337
	69,195.36	71,271.20	73,409.44	75,612.16	77,881.44	80,215.20	81,820.96

##### **Qualified Person (QP)**

Ann Hrs.	0	1	2	3	4	5	6	20
2015	21.111	21.811	22.556	23.320	24.116	24.934	25.434	25.680
	42,538.665	43,949.165	45,450.34	46,989.80	48,593.74	50,242.01	51,249.51	51,745.20
2080	21.111	21.811	22.556	23.320	24.116	24.934	25.434	25.680
	43,910.88	45,366.88	46,916.48	48,505.60	50,161.28	51,862.72	52,902.72	53,414.40

**With the introduction of the ISO designation that will be required for the Supervisor and Lead Hand classifications, the salary scale will be adjusted.**

**Security Supervisor - ISO Personnel**

Ann Hrs.	0	1	2	3	4	5	20
2080	38.444	39.596	40.784	42.008	43.269	44.566	45.458
	79,963.520	82,359.680	84,830.720	87,376.640	89,999.520	92,697.280	94,552.640

**Lead Hand - ISO Personnel**

Ann Hrs.	0	1	2	3	4	5	20
2015	35.762	36.834	37.939	39.078	40.251	41.457	42.287
	72,060.430	74,220.510	76,447.085	78,742.170	81,105.765	83,535.855	85,208.305

**Security Supervisor - QP/Security Personnel (Current Scale) HR**

	0	1	2	3	4	5	6	20
	25.497	26.313	27.152	28.020	28.922	29.845	30.800	31.415
	53,033.76	54,731.040	56,476.160	58,281.600	60,157.760	62,077.600	64,064.00	65,343.200

**Lead Hand - QP/Security Personnel (Current Scale)**

Ann Hrs.	0	1	2	3	4	5	20
	23.909	24.383	24.858	25.330	25.804	26.276	26.803
	48,176.635	49,131.745	50,088.870	51,039.950	51,995.060	52,946.140	54,008.045

**Implementation Plan ISO (Existing Security Employees)**

1. ISO positions will be posted as per the Collective Agreement.
2. Employees will submit proof of physical, eye and psychological fitness prior to the Employer sending them to training. The Employer will cover said costs subject to the employee providing the receipt(s). If employee is deemed unsuccessful or unfit by the Employer, the employee will not be approved for training. The parties will meet to discuss options available.
3. Employees will sign a Return of Service Agreement (ROSA) prior to them attending training.
4. ISO training will be provided to successful applicants and costs covered by the Employer with a corresponding ROSA. Costs will include registration, books and their current rate of pay as per the collective agreement.
5. The ISO rate of pay will take effect the date that the Employer receives a copy of the Employee's training record verifying that they have passed the ISO training program and are eligible to be designated by the Employer as an ISO.
6. If an existing employee is unable to complete or pass the required ISO training, the parties will meet to discuss options available to the employee.

### **Implementation Plan QP**

1. Existing employees holding a security position that will be transitioning to a QP will be provided with training and costs covered by the Employer with a corresponding Two (2) Year ROSA. Costs will include registration, books and their current rate of pay as per the collective agreement.
2. If an existing employee has previously obtained QP certification, the QP salary scale will be effective date of signing of this agreement.
3. New QP positions will be posted as per the Collective Agreement.
4. The QP rate of pay will take effect the date that the Employer receives a copy of the Employee's training record verifying that they have passed the QP training program and are eligible to be designated by the Employer as a QP.
5. If an existing employee is unable to complete or pass the required QP training, they will where possible remain in their current security role at their current rate of pay.

### **Indigenous Representational Workforce**

As agreed to by the Employer and Union and as contained within the Collective Agreement, the parties agree with the goal of achieving a representative workforce. The parties will provide preference to qualified applicants with Indigenous ancestry.

### **Physical and Psychological Assessment Requirements**

The parties recognize that in the interest of safety and wellbeing of the employees, patients and visitors there are physical and psychological assessments required to determine suitability of the employee and the role. It is agreed that further discussions will occur to determine the criteria that will be established.

- Physical Assessment – New Physical Fitness Standards (Winnipeg Police Services)
- Psychological Assessment – Assessment with designated mental health professional reflecting requirements of the position. Assessment and providers to be determined.

### **Standard Uniform**

The Parties agree to the following with respect to the standard uniform and equipment issued:



1. **A Full-time/Part-time Officer shall be provided with, at no cost to the employee, the standard uniform issue as follows:**
  - **Pants – two (2)**
  - **Shirts – four (4)**
  - **Three-Season Jacket – one (1)**
  - **Outer Protective Vest Shell – two (2)**
  - **Notebook – one (1)**
  - **Toque – one (1)**
  - **Boots – one pair (1)**
2. **A Casual Officer shall be provided with, at no cost to the employee, the standard uniform issue as follows:**
  - **Pants – two (2)**
  - **Shirts – three (3)**
  - **Three-Season Jacket – one (1)**
  - **Outer Protective Vest Shell – one (1)**
  - **Notebook – one (1)**
  - **Toque – one (1)**
  - **Boots – one pair (1)**
3. **A Full-time/Part-time/Casual Officer shall be provided with, at no cost to the employee, the standard equipment issue as follows:**
  - **One (1) set Kevlar soft body armor**
  - **One (1) set of handcuffs**
  - **One (1) handcuff key**
  - **One (1) handcuff case**
  - **One (1) nylon web belt**
  - **One (1) inner belt**
  - **One (1) pouch for surgical gloves**
  - **One (1) radio belt clip**
  - **One (1) flashlight with case**
  - **One (1) locker padlock and key**
  - **One (1) key holder/clip**
  - **Cut resistant search gloves to be replaced as necessary due to wear and tear**
4. **The equipment issued shall be the responsibility of the Officer and must be accounted for upon request.**
5. **Upon termination or transfer out of Security Services, the Officer shall return all standard equipment and uniform issued items as identified in the LOU.**

6. The cost of standard equipment and uniform issued items not returned by an employee may be deducted by the Employer from an employee's final pay.

**Legal Liability**

**Legal Liability as per Article 41 of the Collective Agreement.**

**LETTER OF UNDERSTANDING #58****RE: CONTRACTING OUT OF TRADES WORK**

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**Further to Article 302, the Employer recognizes that work of the bargaining unit is to provide maintenance services to the Employer buildings, grounds and equipment as well as providing services for renovations or projects, the Employer and the Union agree as follows:**

- (a) Work of the bargaining unit shall not be contracted out unless it has been first offered to employees within the bargaining unit and in the following circumstances:**
  - (i) To resolve an emergency; or**
  - (ii) To perform activities not normally undertaken as maintenance work.**
  - (iii) Where the employee(s) are unwilling to perform the activities required.**
- (b) Work that is contracted out will not result in loss of job or layoff of any employee.**
- (c) The Employer and Union will endeavour to establish and maintain open dialogue in regard to maintenance service contracts.**

## LETTER OF UNDERSTANDING #59

NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION  
 SHARED HEALTH EMPLOYERS ORGANIZATION  
 SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION  
 WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATIONS

**RE: GROUP SELF-SCHEDULING**


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*Not Applicable to Home Care Direct Service Staff or Mental Health Proctors*

- A. The following conditions and understandings apply to Group Self-Scheduling:**
- 1. The procedure to be followed for Group Self-Scheduling shall be as follows:**
    - (a) A meeting of all employees on the unit/department who wish to participate in Group Self-Scheduling and the Employer (as designated) will be held to discuss tentative unit/department specific Group Self-Scheduling guidelines, the Shift Pattern, the Group Self Schedule and proposed date of commencement of the initial test period. A letter will be forwarded to the local Union representative to inform them of the proposed changes.**
    - (b) The length of the initial trial period for Group Self-Scheduling shall be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.**
    - (c) Six (6) weeks prior to the completion of the initial trial period, a meeting of all participating employees on the unit/department and the Employer will be held to evaluate Group Self-Scheduling.**
  - 2. Upon mutual agreement between the Employer and the Union the Group Self Schedule shall continue for a minimum duration of an additional six months. The Employer shall not unreasonably withhold its agreement. In the event the parties are not able to agree the Collective Agreement provision on Hours of Work, Article 18 shall apply.**

**The Group Self-Schedule may be cancelled at the end of any six (6) month period by either the Employer or the Union by giving written notice of at least six (6) weeks to the other party of its desire to terminate the agreement. The notice shall coincide with the effective date of the implementation of the existing/new Shift Pattern for the**

unit/department. This date must commence with the beginning of a new pay period.

3. **Group Self-Scheduling shall not result in any additional costs to the Employer.**
4. **All full-time and part-time employees on a unit/department may participate in Group Self- Scheduling.**
5. **Terms and conditions of the Collective Agreement, Appendices and Supplementary Memorandums of Understanding shall remain in full force and effect.**
6. **Unit/department specific guidelines for Group Self-Scheduling shall be established/revised for each unit/department in consultation with the Union. All self-scheduling groups shall follow the attached general guidelines and are subject to approval by the Employer. The provisions of the Collective Agreement including hours of work, shift schedules and overtime shall be adhered to.**
7. **The Shift Pattern must be in place for each unit/department in accordance with the provisions of Article 19 of the CUPE Collective Agreement. It is understood that any employee(s) who requests to be scheduled in accordance with their line on the Shift Pattern shall be permitted to do so. All employees hired into a position(s) on the unit/department shall be provided with the option of following the Shift Pattern or Group Self-Schedule, however, the employee(s) shall complete the Group Self-Schedule for the remainder of the posted shift schedule.**
8. **An employee who is participating in Group Self-Scheduling has the option of reverting to being assigned their shift schedule in accordance with their line on the Shift Pattern and an employee who has a Shift Pattern has the option of participating in a self-scheduling group. The employee must advise their manager/designate in writing of this request two (2) weeks prior to the next round of shift selection. This scheduling preference, Shift Pattern or Group Self-Scheduling must be worked for a minimum of six (6) months before making another change.**
9. **It is understood that this Article shall apply to any employee or group of employees whether or not they have a Shift Pattern.**

## **B. GROUP SELF-SCHEDULING GUIDELINES**

**The Key to success is co-operation. We must also remember to be fair, responsible and keep an open mind. The Group Self-Scheduling process will benefit each one of us by allowing more freedom of choice. At the same time we must keep in mind that first and foremost the unit/department must be staffed properly.**

### **General Information**

- 1. The unit/department specific Group Self-Scheduling guidelines must follow the provisions of the Collective Agreement.**
- 2. Group Self-Scheduling is a process whereby a group of two (2) or more employees on the same unit/department agree to work together and take responsibility for coordinating and selecting their scheduled shifts within the combined Shift Pattern schedules of the group over the scheduling period. Each employee must meet their current EFT requirement, and the additional requirements contained herein.**
- 3. The Manager/designate has the responsibility of overseeing the process and has final authority in resolving issues. However, such authority is to be exercised reasonably and in accordance with the principles described herein.**
- 4. To form a self-scheduling group, employees must be in the same classification, meet the physical requirements of the position and qualified to perform the duties and responsibilities prescribed by the Employer.**
- 5. Group Self-Scheduling meetings shall be held at least once a year so that there is a forum for all participating employees to voice concerns or make suggestions for change. Attendance is voluntary and all employees on the unit/department shall be invited.**
- 6. The guidelines below are generic and may be used on all units/departments that practice Group Self-Scheduling.**

## **C. GUIDELINES**

- 1. The Employer established Shift Pattern will be used as the basis for each employee within the Group Self-Scheduling unit/department.**
- 2. Employees within the self-scheduling group are not allowed to schedule themselves in a way that would incur any overtime costs.**

3. Each employee must work a minimum of one (1) shift within each pay period.
4. Shifts can be interchanged once selections are completed, however all employees may be recommended to work a minimum of four (4) week day shifts in a six (6) week period in order to maintain adequate experience and for evaluation purposes.
5. The self-scheduling group must comply with the provisions of the Collective Agreement and meet the deadlines of these guidelines and the current posting practices.
6. EFT requirements will be averaged over the six (6), three (3) or two (2) consecutive bi-weekly periods in the shift schedule as applicable, or where it exists.
7. The Manager/designate will receive the proposed schedule of the self-scheduling group no later than two (2) weeks prior to the required posting date for the schedule period. The Manager/designate must approve the proposed schedule prior to it being posted as part of the unit/department posted schedule. Such approval is not to be unreasonably denied. If approval is denied, the Employer will notify the Union in writing as soon as practicable, such notification to include the reasons for denial.
8. Vacation scheduling will be done in accordance with Article 15.
9. All changes to the self-scheduling group schedule must be confirmed with the Manager/designate in accordance with Article 19.
10. Once the new schedule has been approved by the manager the shifts shall be “owned” by the new employee. Therefore, any income protection, bereavement leave or any paid leave will qualify.

## LETTER OF UNDERSTANDING #60

Applicable to NHREO, SHREO and WCHREO

**RE: APPLICABILITY OF AVAILABLE WORK PERIOD LANGUAGE FOR HOME CARE DIRECT SERVICE STAFF**

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In conjunction with the elimination of the Available Work Period, the parties agree that the following language shall continue to apply to Home Care Direct Service Staff until the implementation and elimination of the Available Work Period has been completed.

- 719 (a) “Anticipated Daily Hours of Work” means the number of hours that the Employer has committed to scheduling the employee on a particular day as part of the EFT position that the employee was awarded in their letter of offer.
- 719 (b) The “Available Work Period” means a regular reoccurring period of availability in which work is scheduled, defined daily as the “Normal Daily Hours of Work”.
- 719 (e) “Normal Daily Hours of Work” means the daily hours within the Available Work Period associated with the biweekly EFT.

**3401 Application of the Available Work Period**

Availability for the Available Work Period as defined in Article 719 (b) shall be:

- an extra thirty (30) minutes of availability beyond the unpaid meal break for those paid eight (8) hours;
- an extra forty-five (45) minutes of availability beyond the unpaid meal break for those paid 5.0 to 7.5 hours;
- an extra sixty (60) minutes of availability for those paid 3.0 to 4.5 hours.

**3405** Where an unscheduled period is scheduled as referenced in 3404 above, the unscheduled period will be unpaid. and will be considered part of the “Available Work Period” for that day.

**3408** The Employer has the right to assign work within the available work period of an employee in order to maintain their respective EFT. The available work period on any given day will be available for the scheduling of work.



**3410      Shift Schedules and Operation**

Shift schedules, including the available work period within which work will be scheduled, will be established for each employee, and maintained. Each employee's work schedule (i.e. client assignment) will be provided to them in writing on a biweekly basis. When changes to the assignments are made these shall be communicated verbally by the Resource Coordinator or designate with as much notice as possible.

- (a) The Employer will contact employees who have indicated they are available for additional shifts/hours on their days of rest.
- (b) The Employer may contact all employees on their days of rest only in those instances where the matter is urgent or it pertains to information which must be conveyed prior to the start of the next shift.
- (c) If the Employer reschedules/adds an assignment to an employee's shift which alters their start time, the employee shall be notified of their updated start time prior to the close of their previous shift, subject to (b) above.

- 3412      (b) "Rescheduled Assignments" occur when it becomes known that the client will not be available for an assignment on another calendar day:**
- (i) alternate work will be provided within the available work period on the days remaining within the current pay period;
  - (ii) the assignment will be as close to the employee's existing work schedule, as client/operational requirements permit;
  - (iii) if no alternate work is available within the remainder of the pay period, the employee will be topped up for the pay period for the missed assignment.

**3413      Downtime**

- (a) Downtime shall be paid at straight time rates in order to achieve a Home Care Attendant's guaranteed EFT and shall be considered time worked for the purpose of qualifying an employee for overtime.
- (b) Hours actually worked in a day shall not be recorded for accounting purposes in another day in order to avoid overtime.

- (c) **If a Home Care Attendant is given an administrative task which is not part of their regular assignment and performs that task during downtime, the time taken to perform that task shall be considered as time worked.**

**LETTER OF UNDERSTANDING #61**

**Applicable to NRHEO, SHEO, SHREO and WCHREO**

**RE: CLASSIFICATION REVIEW**

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Within sixty (60) days of ratification, a committee, comprised of equal representation between the Employer and the Union, of no more than four (4) representatives each, will be created to meet to review and discuss the Uncertified Health Care Aides. Discussion points may include but are not limited to:

- How many UHCA are there currently
- How many hours they have worked
- How many have been certified
- Where are the UHCA on the wage scales (UHCA vs HCA)
- UHCA job descriptions
- Renaming the classifications to remove the Uncertified/Certified and replace with Health Care Aide 1 and 2

**LETTER OF UNDERSTANDING #62**

**Applicable to SHREO and WCHREO Only**

**RE: REVIEW FOR FEASIBILITY OF MENTAL HEALTH PROCTOR AND TB  
PROGRAM TO TRANSITION TO EFTS**

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**WHEREAS the parties agree that a consistent, qualified, and available workforce is essential to the delivery of quality Health Care Services;**

**AND WHEREAS the parties agree that consideration of transitioning Mental Health Proctors and individuals in the TB Program to an EFT workforce should be discussed;**

**AND WHEREAS the parties also recognize the Employer's fiscal and operational responsibilities may impact the outcome of the discussions;**

**THEREFORE the parties agree:**

- (a) Within sixty (60) days of ratification, the Employer and Union will meet to review and discuss the current Mental Health Proctor/TB Program workforce.**
- (b) A committee, comprised of equal representation between the Employer and the Union, of no more than three (3) representatives each, will be created to discuss the feasibility of transitioning these employees to an EFT workforce.**

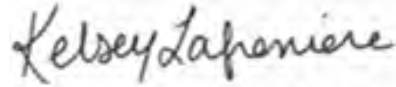
**SIGNATURE PAGE**

This Agreement signed this 24<sup>th</sup> day of, April, 2025.

**FOR THE PROVINCIAL HEALTH LABOUR RELATIONS SERVICES ON BEHALF OF THE EMPLOYERS ORGANIZATIONS:**



**KERRY LEGAL  
DIRECTOR, PHLRS**




**KELSEY LAFRENIERE  
LABOUR RELATIONS CONSULTANT,  
PHLRS**

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES:**



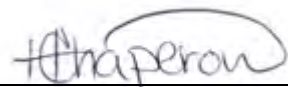
**ALEX MCCLURG  
NATIONAL REPRESENTATIVE**



**MARGARET SCHROEDER  
PRESIDENT, CUPE 204**



**LIMSON MESTITO  
PRESIDENT, CUPE 500**



**HOLLY CHAPERON  
PRESIDENT, CUPE 4270**



**CHRISTINE GULLIFORD  
PRESIDENT, CUPE 8600**

*Signed on behalf of CUPE 204 President*

**BELINDA WONG, CUPE 204**

*Signed on behalf of CUPE 204 President*

**KAREN BROWN, CUPE 204**



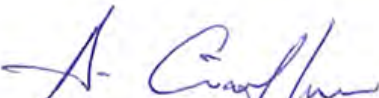
**MARLO PETERS, CUPE 204**

*Signed on behalf of CUPE 204 President*

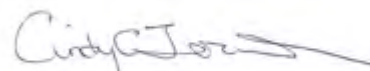
**ANNE RARAMA, CUPE 204**



**JEFFERSON DE VILLA, CUPE 204**



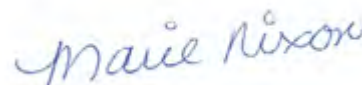
**TONY CIANFLONE, CUPE 204**



**CINDY TERWIN, CUPE 4270**



**KARLY DENEKA, CUPE 4270**



**MARIE NIXON, CUPE 8600**



**SCHEDULE “B” - SITE LIST****Bargaining Unit**

Northern Health Region Employers Organization (NHREO)

<b>Employer List</b>	<b>Site List</b>
Northern Regional Health Authority (NRHA) (Direct Operations)	Flin Flon General Hospital (including Flin Flon Clinic, Flin Flon Personal Care Home, Northern Lights Manor)
	Gillam Hospital
	Home Care Program
	Leaf Rapids Health Centre
	Lynn Lake Hospital
	Mental Health Program
	Public Health Program
	Snow Lake Health Centre
	The Pas Health Complex (including Rosaire House Addiction Centre, St. Anthony's General Hospital, St. Paul's Residence, The Pas Clinic)
	Thompson General Hospital (including Eaglewood Treatment Centre, Hope North Recovery Centre for Youth, Northern Consultation Clinic, Northern Spirit Manor, Thompson Clinic)

**Bargaining Unit**

Shared Health Employers Organization (SHEO)

<b>Employer List</b>	<b>Site List</b>
Shared Health (SH) (Direct Operations)	Clinical Engineering
	Crisis Response Services
	Diagnostic Services ( <b>includes Breast Health Centre and Cadham Provincial Laboratory</b> )
	Emergency Response Services
	Health Sciences Centre
	Manitoba Adolescent Treatment Centre
	Mental Health and Addictions Program
	Selkirk Mental Health Centre
CancerCare Manitoba*	CancerCare Manitoba*
Eden Mental Health Centre*	Eden Mental Health Centre ( <i>Winkler</i> )*
Rehabilitation Centre for Children*	Rehabilitation Centre for Children*

*\*Identifies non-transferred sites*

**SCHEDULE “B” – SITE LIST cont’d...****Bargaining Unit**

Southern Health Region Employers Organization (SHREO)

<b>Employer List</b>	<b>Site List</b>
Southern Health-Santé Sud Regional Health Authority (SH-SS RHA) (Direct Operations)	Altona Community Memorial Health Centre
	Bethesda Regional Health Centre, Bethesda Place ( <i>Steinbach</i> )
	Boundary Trails Health Centre ( <i>Winkler</i> )
	Boyne Lodge Personal Care Home ( <i>Carman</i> )
	Carman Memorial Hospital
	Centre de santé Notre-Dame Health Centre, Clinique Notre-Dame Clinic, Foyer Notre-Dame
	Centre de santé St. Claude Health Centre
	Centre médico-social De Salaberry District Health Centre, Repos Jolys ( <i>St. Pierre-Jolys</i> )
	Corporate Offices
	Crisis Stabilization Unit
	Douglas Campbell Lodge ( <i>Portage la Prairie</i> )
	Eastview Place ( <i>Altona</i> )
	Emerson Health Centre
	Gladstone Health Centre
	Home Care Program
	Hôpital Ste-Anne Hospital
	La Broquerie Office
	Lions Prairie Manor ( <i>Portage la Prairie</i> )
	Lorne Memorial Hospital ( <i>Swan Lake</i> )
	MacGregor Health Centre
	Mental Health Program
	Morris General Hospital
	Pembina-Manitou Health Centre ( <i>Manitou</i> )
	Portage District General Hospital
	Primary Health Program
	Public Health Program
	Red River Valley Lodge ( <i>Morris</i> )
	Third Crossing Manor ( <i>Gladstone</i> )
	Vita & District Health Centre, Vita & District Personal Care Home
Menno Home for the Aged*	Menno Home for the Aged ( <i>Grunthal</i> )
Rock Lake Health District*	Prairie View Lodge ( <i>Pilot Mound</i> ), Rock Lake Health District Hospital ( <i>Crystal City</i> ), Rock Lake District Personal Care Home ( <i>Pilot Mound</i> )
Tabor Home Inc.*	Tabor Home Inc. ( <i>Morden</i> )
Villa Youville*	Villa Youville ( <i>Ste-Anne-des-Chênes</i> )

\*Identifies non-transferred sites



**SCHEDULE “B” – SITE LIST cont’d...****Bargaining Unit**

Winnipeg-Churchill Health Region Employers Organization (WCHREO)

<b>Employer List</b>	<b>Site List</b>
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	Churchill Health Centre
	Deer Lodge Centre
	<b>Golden West Centennial Lodge</b>
	Grace Hospital
	Home Care Program
	Mental Health and Addictions Program
	Middlechurch Home of Winnipeg
	Nutrition and Food Services – Regional Distribution Facility (RDF)
	Pan Am Clinic
	Primary Care Program
	Public Health Program
	Regional Programs
	River Park Gardens
	Victoria Hospital
	Winnipeg Regional Laundry
Actionmarguerite (Saint-Boniface)*	Actionmarguerite (Saint-Boniface)
Actionmarguerite (Saint-Vital)*	Actionmarguerite (Saint-Vital)
Actionmarguerite (St. Joseph)*	Actionmarguerite (St. Joseph)
Bethania Mennonite Personal Care Home*	Bethania Mennonite Personal Care Home
Centre de santé Saint-Boniface*	Centre de santé Saint-Boniface
Concordia Hospital*	Concordia Hospital ( <b>includes Concordia Place</b> )
Donwood Manor*	Donwood Manor
Fred Douglas Lodge Society Inc.*	Fred Douglas Lodge Society Inc.
Golden Links Lodge*	Golden Links Lodge
Holy Family Home*	Holy Family Home
Klinik Community Health*	Klinik Community Health
LHC Personal Care Centre*	LHC Personal Care Centre
Luther Home*	Luther Home
Manitoba Baptist Home Society (Meadowood Manor)*	Manitoba Baptist Home Society (Meadowood Manor)
Misericordia Health Centre*	Misericordia Health Centre ( <b>includes Misericordia Place</b> )
Mount Carmel Clinic*	Mount Carmel Clinic
Nine Circles Community Health Centre*	Nine Circles Community Health Centre
Nor’West Co-op Community Health*	Nor’West Co-op Community Health
Pembina Place Mennonite Personal Care Home*	Pembina Place Mennonite Personal Care Home
Riverview Health Centre*	Riverview Health Centre

**SCHEDULE “B” – SITE LIST cont’d...****Bargaining Unit**

Winnipeg-Churchill Health Region Employers Organization (WCHREO)

<b>Employer List</b>	<b>Site List</b>
Seven Oaks General Hospital*	Seven Oaks General Hospital
Sexuality Education Resource Centre Manitoba*	Sexuality Education Resource Centre Manitoba
Southeast Personal Care Home*	Southeast Personal Care Home
St. Boniface Hospital*	St. Boniface Hospital
The Convalescent Home of Winnipeg*	The Convalescent Home of Winnipeg
The Saul and Claribel Simkin Centre Personal Care Home (The Simkin Centre)*	The Saul and Claribel Simkin Centre Personal Care Home (The Simkin Centre)
Women’s Health Clinic*	Women’s Health Clinic

*\*Identifies non-transferred site*

**SCHEDULE “C” - BASE LOCATIONS****Bargaining Unit**

Northern Health Region Employers Organization (NHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Northern Regional Health Authority (NRHA) (Direct Operations)	Flin Flon	<b>Flin Flon Clinic</b> 3 <sup>rd</sup> Avenue & Church Street, Flin Flon, MB, R8A 1N2  <b>Flin Flon General Hospital</b> 3 <sup>rd</sup> Avenue & Church Street, Flin Flon, MB, R8A 1N2  <b>Flin Flon Personal Care Home</b> 50 Church Street, Box 340, Flin Flon, MB, R8A 1N2  <b>Northern Lights Manor</b> 274 Bracken Street, Flin Flon, MB, R8A 1P4
	Gillam	<b>Gillam Hospital</b> 115 Gillam Drive, Box 2000, Gillam, MB, R0B 0L0
	Home Care Program	<b>Home Care Program – Flin Flon &amp; areas</b> 50 Church Street, Box 340, Flin Flon, MB, R8A 1K5  <b>Home Care Program – The Pas &amp; areas</b> 111 Cook Avenue, Box 240, The Pas, MB, R9A 1K4  <b>Home Care Program – Thompson &amp; areas</b> 867 Thompson Drive South, Thompson, MB, R8N 1Z4
	Leaf Rapids	<b>Leaf Rapids Health Centre</b> 1 Mooswu Road, Box 370, Leaf Rapids, MB, R0B 1W0
	Lynn Lake	<b>Lynn Lake Hospital</b> 640 Camp Street, Box 2030, Lynn Lake, MB, R0B 0W0
	Mental Health Program	<b>Mental Health Program – Flin Flon &amp; areas</b> 1 North Avenue, Flin Flon, MB, R8A 1V9  <b>Mental Health Program – The Pas &amp; areas</b> 111 Cook Avenue, Box 240, The Pas, MB, R9A 1K4  <b>Mental Health Program – Thompson &amp; areas</b> 867 Thompson Drive South, Thompson, MB, R8N 1Z4

**Bargaining Unit****Northern Health Region Employers Organization (NHREO)**

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Northern Regional Health Authority (NRHA) (Direct Operations)	Public Health Program	<p><b>Public Health Program – Cormorant Community Health Centre</b> Box 42, 103 Clark Street, Cormorant, MB, R0B 0G0</p> <p><b>Public Health Program – Flin Flon &amp; areas</b> 1 North Avenue, Flin Flon, MB, R8A 1V9</p> <p><b>Public Health Program – The Pas &amp; areas</b> Box 240, 111 Cook Avenue, The Pas, MB, R9A 1K4</p> <p><b>Public Health Program – Sherridon Community Health Centre</b> 13 Jowesec Street, Sherridon, MB, R0B 1L0</p> <p><b>Public Health Program – Thompson &amp; areas</b> 867 Thompson Drive South, Thompson, MB, R8N 1Z4</p>
	Snow Lake	<p><b>Snow Lake Health Centre</b> 100 Lakeshore Drive, Snow Lake, MB, R0B 1M0</p>
	The Pas	<p><b>Rosaire House Addiction Centre</b> 144 Ross Avenue, The Pas, MB, R9A 1K4</p> <p><b>St. Anthony's General Hospital</b> 67 1<sup>st</sup> Street West, The Pas, MB, R9A 1K4</p> <p><b>St. Paul's Residence</b> 34 2<sup>nd</sup> Street, The Pas, MB, R9A 1K4</p> <p><b>The Pas Clinic</b> 67 1<sup>st</sup> Street West, The Pas, MB, R9A 1K4</p>
	Thompson	<p><b>Eaglewood Treatment Centre</b> 90 Princeton Drive, Thompson, MB, R8N 0L3</p> <p><b>Hope North Recovery Centre for Youth</b> 70 Princeton Drive, Thompson, MB, R8N 1W7</p>

**Bargaining Unit****Northern Health Region Employers Organization (NHREO)**

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Northern Regional Health Authority (NRHA) (Direct Operations)	Thompson	<b>Northern Consultation Clinic</b> 871 Thompson Drive South, Thompson, MB, R8N 0C8  <b>Northern Spirit Manor</b> 879 Thompson Drive, Thompson, MB, R8N 0A9  <b>Thompson Clinic</b> 50 Selkirk Avenue, Thompson, MB, R8N 0M7  <b>Thompson General Hospital</b> 871 Thompson Drive South, Thompson, MB, R8N 0C8

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Shared Health Employers Organization (SHEO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Shared Health (SH) (Direct Operations)	All of direct operations combined, which includes but may not be limited to: Clinical Engineering, Crisis Response Services, Diagnostic Services ( <b>includes Breast Health Centre and Cadham Provincial Laboratory</b> ), Emergency Response Services, Health Sciences Centre, Manitoba Adolescent Treatment Centre, Mental Health and Addictions Program and Selkirk Mental Health Centre	<p><b><u>Clinical Engineering</u></b></p> <p><b>Brandon Regional Health Centre</b> 150 McTavish Avenue East, Brandon, MB, R7A 2B3</p> <p><b>Concordia Hospital</b> 1095 Concordia Avenue, Winnipeg, MB, R2K 3S8</p> <p><b>Grace Hospital</b> 300 Booth Drive, Winnipeg, MB, R3J 3M7</p> <p><b>Health Sciences Centre</b> 820 Sherbrook Street, Winnipeg, MB, R3A 1R9</p> <p><b>Misericordia Health Centre</b> 99 Cornish Avenue, Winnipeg, MB, R3C 1A2</p> <p><b>Riverview Health Centre</b> 1 Morley Avenue, Winnipeg, MB, R3L 2P4</p> <p><b>Seven Oaks General Hospital</b> 2300 McPhillips Street, Winnipeg, MB, R2V 3M3</p> <p><b>St. Boniface Hospital</b> 409 Taché Avenue, Winnipeg, MB, R2H 2A6</p> <p><b>Victoria Hospital</b> 2340 Pembina Highway, Winnipeg, MB, R3T 2E8 Unit #4 – 1450 Mountain Avenue, Winnipeg, MB, R2X 3C4</p> <p><b><u>Crisis Response Services</u></b></p> <p><b>Crisis Response Centre</b> 817 Bannatyne Avenue, Winnipeg, MB, R3E 0W2</p>

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Shared Health Employers Organization (SHEO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Shared Health (SH) (Direct Operations)	All of direct operations combined, which includes but may not be limited to: Clinical Engineering, Crisis Response Services, Diagnostic Services ( <b>includes Breast Health Centre and Cadham Provincial Laboratory</b> ), Emergency Response Services, Health Sciences Centre, Manitoba Adolescent Treatment Centre, Mental Health and Addictions Program and Selkirk Mental Health Centre	<p><b>Crisis Stabilization Unit</b> 755 Portage Avenue, Winnipeg, MB, R3G 0N2</p> <p style="text-align: center;"><b><u>Diagnostic Services</u></b> <b><u>(includes Breast Health Centre and Cadham Provincial Laboratory)</u></b></p> <p style="text-align: center;"><b>Geographically located within the Northern Health Regional Authority Region</b></p> <p><b>Flin Flon General Hospital</b> 3<sup>rd</sup> Avenue &amp; Church Street, Flin Flon, MB, R8A 1N2</p> <p><b>The Pas Clinic</b> 67 1<sup>st</sup> Street West, The Pas, MB, R9A 1K4</p> <p><b>Thompson General Hospital</b> 871 Thompson Drive South, Thompson, MB, R8N 0C8</p> <p style="text-align: center;"><b>Geographically located within the Prairie Mountain Regional Health Authority Region</b></p> <p><b>Brandon Regional Health Centre</b> 150 McTavish Avenue East, Brandon, MB R7A 2B3</p> <p><b>Boissevain Health Centre</b> 305 Mill Road, Boissevain, MB, R0K 0E0</p> <p><b>Dauphin Regional Health Centre</b> 625 3<sup>rd</sup> Street SW, Dauphin, MB, R7N 1R7</p> <p><b>Deloraine Health Centre</b> 109 Kellett Street, Deloraine, MB, R0M 0M0</p>

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Shared Health Employers Organization (SHEO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Shared Health (SH) (Direct Operations)	All of direct operations combined, which includes but may not be limited to: Clinical Engineering, Crisis Response Services, Diagnostic Services ( <b>includes Breast Health Centre and Cadham Provincial Laboratory</b> ), Emergency Response Services, Health Sciences Centre, Manitoba Adolescent Treatment Centre, Mental Health and Addictions Program and Selkirk Mental Health Centre	<p><b>Hamiota Health Centre</b> 177 Birch Avenue East, Hamiota, MB, R0M 0T0</p> <p><b>Melita Health Centre</b> 147 Summit Street, Melita, MB, R0M 1L0</p> <p><b>Minnedosa Health Centre</b> 334 1<sup>st</sup> Street SW, Minnedosa, MB, R0J 1E0</p> <p><b>Neepawa Health Centre</b> 500 Hospital Street, Neepawa, MB, R0J 1H0</p> <p><b>Russell Health Centre</b> 426 Alexandria Avenue South, Russell, MB, R0J 1W0</p> <p><b>Souris Health Centre</b> 155 Brindle Avenue East, Souris, MB, R0K 2C0</p> <p><b>Ste. Rose General Hospital</b> 408 3<sup>rd</sup> Avenue East, Ste. Rose du Lac, MB, R0L 1S0</p> <p><b>Swan River Valley Health Centre</b> 1011 Main Street East, Swan River, MB, R0L 1Z0</p> <p><b>Tri-Lake Health Centre</b> 86 Ellis Drive, Killarney, MB, R0K 1G0</p> <p><b>Virden Health Centre</b> 480 King Street, Virden, MB, R0M 2C0</p> <p><b>Westman Regional Laboratory</b> #1 - 150 McTavish Avenue East, Brandon, MB, R7A 2B3</p>



**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Shared Health Employers Organization (SHEO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Shared Health (SH) (Direct Operations)	All of direct operations combined, which includes but may not be limited to: Clinical Engineering, Crisis Response Services, Diagnostic Services ( <b>includes Breast Health Centre and Cadham Provincial Laboratory</b> ), Emergency Response Services, Health Sciences Centre, Manitoba Adolescent Treatment Centre, Mental Health and Addictions Program and Selkirk Mental Health Centre	<p><b>Geographically located within the Interlake-Eastern Regional Health Authority Region</b></p> <p><b>Arborg &amp; District Health Centre</b> 234 Gislason Drive, Arborg, MB, R0C 0A0</p> <p><b>E.M. Crowe Memorial Hospital</b> (joint with Ashern) 40 Railway Avenue, Eriksdale, MB, R0C 0W0</p> <p><b>Hunter Memorial Health Centre</b> 162 3<sup>rd</sup> Avenue SE, Teulon, MB, R0C 3B0</p> <p><b>Johnson Memorial Hospital</b> 120 6<sup>th</sup> Avenue, Gimli, MB, R0C 1B0</p> <p><b>Lakeshore General Hospital</b> (joint with Eriksdale) 1 Steenson Drive, Ashern, MB, R0C 0E0</p> <p><b>Selkirk Regional Health Centre</b> 120 Easton Drive, Selkirk, MB, R1A 2M2</p> <p><b>Stonewall &amp; District Health Centre</b> 589 3<sup>rd</sup> Avenue South, Stonewall, MB, R0C 2Z0</p> <p><b>Geographically located within the Southern Health-Santé Sud Regional Health Authority Region</b></p> <p><b>Altona Community Memorial Health Centre</b> 240 5<sup>th</sup> Avenue NE, Altona, MB, R0G 0B0</p> <p><b>Bethesda Regional Health Centre</b> 316 Henry Street, Steinbach, MB, R5G 0P9</p>

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Shared Health Employers Organization (SHEO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Shared Health (SH) (Direct Operations)	All of direct operations combined, which includes but may not be limited to: Clinical Engineering, Crisis Response Services, Diagnostic Services ( <b>includes Breast Health Centre and Cadham Provincial Laboratory</b> ), Emergency Response Services, Health Sciences Centre, Manitoba Adolescent Treatment Centre, Mental Health and Addictions Program and Selkirk Mental Health Centre	<p><b>Boundary Trails Health Centre</b> Box 2000, Station Main, Junction of Hwy #3 and #14, RM of Stanley, Winkler, MB, R6W 1H8</p> <p><b>Carman Memorial Hospital</b> 350 4<sup>th</sup> Street SW, Carman MB, R0G 0J0</p> <p><b>Gladstone Health Centre</b> 24 Mill Street, Gladstone, MB, R0J 0T0</p> <p><b>Morris General Hospital</b> 215 Railroad Avenue East, Morris, MB, R0G 1K0</p> <p><b>Portage District General Hospital</b> 524 5<sup>th</sup> Street SE, Portage la Prairie, MB, R1N 3A8</p> <p style="text-align: center;"><b>Geographically located within the City of Winnipeg</b></p> <p><b>Breast Health Centre</b> <b>100 - 400 Taché Avenue, Winnipeg, MB, R2H 3C3</b></p> <p><b>Cadham Provincial Laboratory</b> <b>750 William Avenue, PO Box 8450, Winnipeg, MB, R3E 3J7</b></p> <p><b>Concordia Hospital</b> 1095 Concordia Avenue, Winnipeg, MB, R2K 3S8</p> <p><b>Grace Hospital</b> 300 Booth Drive, Winnipeg, MB, R3J 3M7</p> <p><b>Health Sciences Centre</b> 820 Sherbrook Street, Winnipeg, MB, R3A 1R9</p> <p><b>Misericordia Health Centre</b> 99 Cornish Avenue, Winnipeg, MB, R3C 1A2</p>

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Shared Health Employers Organization (SHEO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Shared Health (SH) (Direct Operations)	All of direct operations combined, which includes but may not be limited to: Clinical Engineering, Crisis Response Services, Diagnostic Services ( <b>includes Breast Health Centre and Cadham Provincial Laboratory</b> ), Emergency Response Services, Health Sciences Centre, Manitoba Adolescent Treatment Centre, Mental Health and Addictions Program and Selkirk Mental Health Centre	<b>Seven Oaks General Hospital</b> 2300 McPhillips Street, Winnipeg, MB, R2V 3M3  <b>St. Boniface Hospital</b> 409 Taché Avenue, Winnipeg MB, R2H 2A6  <b>Victoria Hospital</b> 2340 Pembina Highway, Winnipeg, MB, R3T 2E8  <u><b>Emergency Response Services</b></u>  820E Berry Street, Winnipeg, MB, R3H 0G4  <u><b>Health Sciences Centre</b></u>  820 Sherbrook Street, Winnipeg, MB, R3A 1R9  <u><b>Manitoba Adolescent Treatment Centre</b></u>  120 Tecumseh Street, Winnipeg, MB, R3E 2A9  228 Maryland Street, Winnipeg, MB, R3G 1L6  165 & 167 St. Mary's Road, Winnipeg, MB, R2H 1J1  170 Doncaster Street, Winnipeg, MB, R3N 1X9  203 – 1700 Ellice Avenue, Winnipeg, MB, R3H 0B1  848 William Avenue, Winnipeg, MB, R3E 0Z6  <u><b>Mental Health and Addictions Program</b></u>  <b>146 Magnus Avenue, Winnipeg, MB, R2W 2B4</b>

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Shared Health Employers Organization (SHEO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Shared Health (SH) (Direct Operations)	All of direct operations combined, which includes but may not be limited to: Clinical Engineering, Crisis Response Services, Diagnostic Services ( <b>includes Breast Health Centre and Cadham Provincial Laboratory</b> ), Emergency Response Services, Health Sciences Centre, Manitoba Adolescent Treatment Centre, Mental Health and Addictions Program and Selkirk Mental Health Centre	<p><b><u>Mental Health and Addictions Program</u></b></p> <p>1031 Portage Avenue, Winnipeg, MB, R3G 0R8</p> <p>175 Nomad Street, Southport, MB, R0H 1N0</p> <p><b><u>Selkirk Mental Health Centre</u></b></p> <p>825 Manitoba Avenue, Selkirk, MB, R1A 0Z3</p>
CancerCare Manitoba*	Winnipeg	<p><b>Breast &amp; Gyne Cancer Centre of Hope</b> 1018 – 675 McDermot Avenue, (First Floor in CancerCare Manitoba) Winnipeg, MB, R3E 0V9</p> <p><b>CancerCare Office</b> 825 Sherbrook Street, Winnipeg, MB, R3A 1M5</p> <p><b>CCMB Oncology - Grace Hospital Site</b> 300 Booth Drive, Winnipeg, MB, R3J 3M7</p> <p><b>CCMB Oncology - Victoria Hospital Site</b> 2340 Pembina Highway, Winnipeg, MB, R3T 2E8</p> <p><b>McDermot &amp; Urgent Cancer Care Site</b> 675 McDermot Avenue, Winnipeg, MB, R3E 0V9</p> <p><b>Screening Programs</b> <b>BreastCheck, CervixCheck, ColonCheck</b> 5 – 25 Sherbrook Street, Winnipeg, MB, R3C 2B1</p> <p><b>St. Boniface Site</b> O Block - 409 Taché Avenue, Winnipeg MB, R2H 2A6</p> <p><b>Westman CancerCare Centre</b> <b>300 McTavish Avenue East, Brandon, MB, R7A 5M8</b></p>

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Shared Health Employers Organization (SHEO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Eden Mental Health Centre*	Winkler	<b>Eden Mental Health Centre</b> 1500 Pembina Avenue, Winkler, MB, R6W 1T4  <b>Pathways Community Mental Health</b> 351 Main Street, Winkler, MB, R6W 4B6
Rehabilitation Centre for Children*	Winnipeg	<b>Rehabilitation Centre for Children</b> 1155 Notre Dame Avenue, Winnipeg MB, R3E 3G1

*\*Identifies non-transferred sites*

**SCHEDULE “C” - BASE LOCATIONS****Bargaining Unit**

Southern Health Region Employers Organization (SHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Southern Health-Santé Sud Regional Health Authority (SH-SS RHA) (Direct Operations)	Altona	<b>Altona Community Memorial Health Centre</b> 240 5 <sup>th</sup> Avenue NE, Altona, MB, R0G 0B0  <b>Eastview Place</b> 240 5 <sup>th</sup> Avenue NE, Altona, MB, R0G 0B0
	Carman	<b>Boyne Lodge Personal Care Home</b> 120 4 <sup>th</sup> Avenue SW, Carman, MB, R0G 0J0  <b>Carman Memorial Hospital</b> 350 4 <sup>th</sup> Street SW, Carman, MB, R0G 0J0
	Corporate Offices	<b>Regional Office – La Broquerie</b> Box 470, 94 Principale Street, La Broquerie, MB, R0A 0W0  <b>Regional Office – Morden</b> 3 – 30 Stephen Street, Morden, MB, R6M 2G3  <b>Regional Office - Notre Dame</b> Box 190, 40 Rogers Street, Notre-Dame-de-Lourdes, MB, R0G 1M0  <b>Regional Office – Southport</b> 180 Centenaire Drive, 2 <sup>nd</sup> Floor, Southport, MB, R0H 1N1
	Crisis Stabilization Unit	<b>Crisis Stabilization Unit</b> 450 Main Street, Steinbach, MB, R5G 1Z5
	Emerson	<b>Emerson Health Centre</b> 26 Main Street, Emerson, MB, R0A 0L0
	Gladstone	<b>Gladstone Health Centre</b> 24 Mill Street, Gladstone, MB, R0J 0T0  <b>Third Crossing Manor</b> 175 Dennis Street West, Gladstone, MB, R0J 0T0

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Southern Health Region Employers Organization (SHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Southern Health-Santé Sud Regional Health Authority (SH-SS RHA) (Direct Operations)	Home Care Program	<p><b>Home Care – Altona</b> 238 5<sup>th</sup>Avenue NE, Altona, MB, R0G 0B0</p> <p><b>Home Care – Boundary Trails Health Centre (Winkler)</b> Box 2000, Station Main, Junction of Hwy #3 and #14, RM of Stanley, Winkler, MB, R6W 1H8</p> <p><b>Home Care – Carman</b> 40 2<sup>nd</sup> Street NE, Carman, MB, R0G 0B0</p> <p><b>Home Care – Crystal City</b> 135 Machray Avenue, Crystal City, MB, R0K 0N0</p> <p><b>Home Care – Gladstone</b> 24 Mill Street, Gladstone, MB, R0J 0T0</p> <p><b>Home Care – MacGregor</b> 75 Grafton Street, MacGregor, MB, R0H 0R0</p> <p><b>Home Care – Manitou</b> 232 Carrie Street, Manitou, MB, R0G 1G0</p> <p><b>Home Care – Montcalm (St. Jean Baptiste)</b> 218 Caron Street, St. Jean Baptiste, MB, R0G 2B0</p> <p><b>Home Care – Morris</b> 215 Railroad Avenue East, Morris, MB, R0G 1K0</p> <p><b>Home Care – Niverville</b> Unit 200 101 2<sup>nd</sup> Avenue South, Niverville, MB, R0A 0A1</p> <p><b>Home Care – Notre-Dame-de-Lourdes</b> 44 Rogers Street, Notre-Dame-de-Lourdes, MB, R0G 1M0</p>

**SCHEDULE “C” - BASE LOCATIONS****Bargaining Unit**

Southern Health Region Employers Organization (SHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Southern Health-Santé Sud Regional Health Authority (SH-SS RHA) (Direct Operations)	Home Care Program	<b>Home Care – Portage la Prairie</b> 59 Royal Road N, Portage la Prairie, MB, R1N 1T9  <b>Home Care – Sprague</b> 80147 Highway 12, Sprague, MB, R0A 1Z0  <b>Home Care – St. Claude</b> 109 Aspen Avenue South, St. Claude, MB, R0G 1Z0  <b>Home Care – St. Pierre-Jolys</b> 354 Préfontaine Avenue, St. Pierre-Jolys, MB, R0A 1V0  <b>Home Care – Ste. Anne</b> Unit A 30 Dawson Road, Ste. Anne, MB, R5H 1B5  <b>Home Care – Starbuck</b> 16 Main Street, Starbuck, MB, R0G 2P0  <b>Home Care – Steinbach</b> 365 Reimer Avenue, Steinbach, MB, R5G 0R9  <b>Home Care – Vita</b> 217 1 <sup>st</sup> Avenue West, Vita, MB, R0A 2K0
	La Broquerie	<b>La Broquerie Office</b> 94 Principale Street, La Broquerie, MB, R0A 0W0
	MacGregor	<b>MacGregor Health Centre</b> 87 Grafton Street South, MacGregor, MB, R0H 0R0
	Manitou	<b>Pembina-Manitou Health Centre</b> 232 Carrie Street, Manitou, MB, R0G 1G0
	Mental Health Program	<b>Mental Health – Portage la Prairie</b> 524 5 <sup>th</sup> Street SE, Portage la Prairie, MB, R1N 3A8  <b>Mental Health – Steinbach</b> 365 Reimer Avenue, Steinbach, MB, R5G 0R9



**SCHEDULE “C” - BASE LOCATIONS****Bargaining Unit**

Southern Health Region Employers Organization (SHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Southern Health-Santé Sud Regional Health Authority (SH-SS RHA) (Direct Operations)	Mental Health Program	<b>Mental Health – Winkler (Pathways)</b> 351 Main Street, Winkler, MB, R6W 4A4  <b>Rapid Access to Addictions Medicine Clinic</b> 159 5 <sup>th</sup> Street SE, Portage la Prairie, MB, R1N 1H
	Morris	<b>Morris General Hospital</b> 215 Railroad Avenue East, Morris, MB, R0G 1K0  <b>Red River Valley Lodge</b> 136 Ottawa Avenue West, Morris, MB, R0G 1K0
	Notre-Dame-de-Lourdes	<b>Centre de santé Notre-Dame Health Centre</b> 39 Roch Street, Notre-Dame-de-Lourdes, MB, R0G 1M0  <b>Clinique Notre-Dame Clinic</b> 44 Rogers Street, Notre-Dame-de-Lourdes, MB, R0G 1M0  <b>Foyer Notre-Dame</b> 40 Rogers Street, Notre-Dame-de-Lourdes, MB, R0G 1M0
	Portage la Prairie	<b>Douglas Campbell Lodge</b> 150 9 <sup>th</sup> Street SE, Portage la Prairie, MB, R1N 3T6  <b>Lions Prairie Manor</b> 24 9 <sup>th</sup> Street SE, Portage la Prairie, MB, R1N 3V4  <b>Portage District General Hospital</b> 524 5 <sup>th</sup> Street SE, Portage la Prairie, MB, R1N 3A8
	Primary Health Program	<b>Bethesda Primary Care Centre</b> 101-381 Stone Bridge Crossing, Steinbach, MB, R5G 2P8  <b>East Borderland Primary Health Centre</b> Box 11, 80147 Highway 12, Sprague, MB R0A 1Z0  <b>Southport EMS Station</b> 180 Centenaire Drive, Southport, MB, R0H 1N1

**SCHEDULE “C” - BASE LOCATIONS****Bargaining Unit**

Southern Health Region Employers Organization (SHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Southern Health-Santé Sud Regional Health Authority (SH-SS RHA) (Direct Operations)	Public Health Program	<p><b>Public Health-Healthy Living – Altona</b> Box 660, 238 5<sup>th</sup> Avenue NE, Altona, MB, R0G 0B0</p> <p><b>Public Health-Healthy Living – Boundary Trails Health Centre</b> Box 2000, Station Main, Junction of Hwy #3 and #14, RM of Stanley, Winkler, MB, R6W 1H8</p> <p><b>Public Health-Healthy Living – Boundary Trails Place</b> 3 – 30 Stephen Street, Morden, MB, R6M 2G3</p> <p><b>Public Health-Healthy Living – Carman</b> Box 807, 40 2<sup>nd</sup> Street NE, Carman, MB, R0G 0J0</p> <p><b>Public Health-Healthy Living – Elie</b> Box 27, 7 Main Street East <b>South</b>, Elie, MB, R0H 0H0</p> <p><b>Public Health-Healthy Living – Gladstone</b> Box 1000, 24 Mill Street, Gladstone, MB, R0J 0T0</p> <p><b>Public Health-Healthy Living – La Salle</b> 3 – 30 Principale Street, La Salle, MB, R0G 0A2</p> <p><b>Public Health-Healthy Living – MacGregor</b> Box 123, 87 Grafton Street South, MacGregor, MB, R0H 0R0</p> <p><b>Public Health-Healthy Living–Montcalm</b> Box 298, 218 Caron Street, St. Jean Baptiste, MB, R0G 2B0</p> <p><b>Public Health-Healthy Living – Morris</b> Box 519, 215 Railroad Avenue East, Morris, MB, R0G 1K0</p> <p><b>Public Health-Healthy Living – Niverville</b> 200 - 101 2<sup>nd</sup> Avenue South, Niverville, MB, R0A 0A1</p>

**SCHEDULE “C” - BASE LOCATIONS****Bargaining Unit**

Southern Health Region Employers Organization (SHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Southern Health-Santé Sud Regional Health Authority (SH-SS RHA) (Direct Operations)	Public Health Program	<p><b>Public Health-Healthy Living – Pilot Mound</b> Box 8, 105 Brown Street South, Pilot Mound, MB, R0G 1P0</p> <p><b>Public Health-Healthy Living – Portage</b> 204 140 9<sup>th</sup> Street SE, Portage la Prairie, MB, R1N 3V5</p> <p><b>Public Health- Healthy Living - Portage Collegiate Institute (PCI) Teen Clinic</b> 65 3rd Street SW, Portage La Prairie MB R1N 2B6</p> <p><b>Public Health-Healthy Living – Rosenort</b> Box 313, 124 14 Spruce Crescent, Rosenort, MB, R0G 1W0</p> <p><b>Public Health-Healthy Living – Somerset</b> Box 125, 1 Somerset Place, Somerset, MB, R0G 2L0</p> <p><b>Public Health-Healthy Living – Southport</b> 180 Centenaire Drive, Southport, MB, R0H 1N1</p> <p><b>Public Health-Healthy Living – St. Claude</b> Box 400, 109 Aspen Avenue South, St. Claude, MB, R0G 1Z0</p> <p><b>Public Health-Healthy Living – St. Pierre</b> 354 Préfontaine Avenue, St. Pierre-Jolys, MB, R0A 1V0</p> <p><b>Public Health-Healthy Living – Ste. Anne</b> Unit A – 30 Dawson Road, Ste. Anne, MB, R5H 1B5</p> <p><b>Public Health-Healthy Living – Steinbach</b> 365 Reimer Avenue, Steinbach, MB, R5G 0R9</p> <p><b>Public Health-Healthy Living – Steinbach</b> 450B Main Street, Steinbach, MB, R5G 1Z5</p>

**SCHEDULE “C” - BASE LOCATIONS****Bargaining Unit**

Southern Health Region Employers Organization (SHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Southern Health-Santé Sud Regional Health Authority (SH-SS RHA) (Direct Operations)	Public Health Program	<b>Public Health-Healthy Living – Vita</b> 217 1 <sup>st</sup> Avenue West, Vita, MB, R0A 2K0
	St. Claude	<b>Centre de santé St. Claude Health Centre</b> 33 Roy Street, St. Claude, MB, R0G 1Z0
	St. Pierre-Jolys	<b>Centre médico-social De Salaberry District Health Centre</b> 354 Préfontaine Avenue, St. Pierre-Jolys, MB, R0A 1V0  <b>Repos Jolys</b> 354 Préfontaine Avenue, St. Pierre-Jolys, MB, R0A 1V0
	Ste. Anne	<b>Hôpital Ste-Anne Hospital</b> 52 Saint Gérard Street, Ste. Anne, MB, R5H 1C4
	Steinbach	<b>Bethesda Place</b> 399 Hospital Street, Steinbach, MB, R5G 0E6  <b>Bethesda Regional Health Centre</b> 316 Henry Street, Steinbach, MB, R5G 0P9
	Swan Lake	<b>Lorne Memorial Hospital</b> 9 Second Street North, Swan Lake, MB, R0G 2S0
	Vita	<b>Vita &amp; District Health Centre</b> 217 1 <sup>st</sup> Avenue West, Vita, MB, R0A 2K0  <b>Vita &amp; District Personal Care Home</b> 217 1 <sup>st</sup> Avenue West, Vita, MB, R0A 2K0
	Winkler	<b>Boundary Trails Health Centre</b> Box 2000, Station Main, Junction of Hwy #3 and #14, RM of Stanley, Winkler, MB, R6W 1H8
Menno Home for the Aged*	Grunthal	<b>Menno Home for the Aged</b> 235 Park Street, Grunthal, MB, R0A 0R0
Rock Lake Health District*	Crystal City and Pilot Mound	<b>Prairie View Lodge</b> 424 Broadway Avenue West, Pilot Mound, MB, R0G 1P0  <b>Rock Lake Health District Hospital</b> 135 Machray Avenue, Crystal City, MB, R0K 0N0

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Southern Health Region Employers Organization (SHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Rock Lake Health District*	Crystal City and Pilot Mound	<b>Rock Lake Health District Personal Care Home</b> 115 Brown Street South, Pilot Mound, MB, R0G 1P0
Tabor Home Inc.*	Morden	<b>Tabor Home Inc.</b> 450 Loren Drive, Morden, MB, R6M 0E2
Villa Youville*	Ste. Anne-des-Chênes	<b>Villa Youville</b> 15 Charrière Road, St. Anne-des-Chênes, MB, R5H 1C9

*\*Identifies non-transferred sites*

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Winnipeg-Churchill Health Region Employers Organization (WCHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	Churchill Health Centre	<b>Churchill Health Centre</b> 162 La Vérendrye Avenue, Churchill, MB, R0B 0E0
	Deer Lodge Centre	<b>Deer Lodge Centre</b> 2109 Portage Avenue, Winnipeg, MB, R3J 0L3
	<b>Golden West Centennial Lodge</b>	<b>Golden West Centennial Lodge</b> <b>811 School Road, Winnipeg, MB, R2Y 0S8</b>
	Grace Hospital	<b>Grace Hospital</b> 300 Booth Drive, Winnipeg, MB, R3J 3M7
	Home Care Program	<b>Access Downtown</b> 640 Main Street, Winnipeg, MB, R3B 0L8  <b>Access Fort Garry</b> 135 Plaza Drive, Winnipeg, MB, R3T 6E8  <b>Access Nor'West</b> 785 Keewatin Street, Winnipeg, MB, R2X 3B9  <b>Access River East</b> 975 Henderson Highway, Winnipeg, MB, R2K 4L7  <b>Access St. Boniface</b> 170 Goulet Street, Winnipeg, MB, R2H 0R7  <b>Access Winnipeg West</b> 280 Booth Drive, Winnipeg, MB, R3J 3R5  <b>Access Transcona</b> 845 Regent Avenue West, Winnipeg, MB, R2C 3A9  <b>Concordia Hospital</b> 1095 Concordia Avenue, Winnipeg, MB, R2K 3S8  <b>Deer Lodge Centre</b> 2109 Portage Avenue, Winnipeg, MB, R3J 0L3

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Winnipeg-Churchill Health Region Employers Organization (WCHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	Home Care Program	<b>Downtown West Community Health &amp; Social Services Centre</b> 755 Portage Avenue, Winnipeg, MB, R3G 0N2  <b>Health Sciences Centre</b> 820 Sherbrook Street, Winnipeg, MB, R3A 1R9  <b>Home Care Centralized and Mental Health Centralized</b> 496 Hargrave Street, Winnipeg, MB, R3A 0X7  <b>Home Care Centralized, Mental Health Centralized &amp; Public Health</b> 490 Hargrave Street, Winnipeg, MB, R3A 0X7  <b>Home Care Office</b> 80 Sutherland Avenue, Winnipeg, MB, R2W 3C7  <b>Home Care Office</b> 425 Elgin Avenue, Winnipeg, MB, R3A 0K7  <b>Misericordia Health Centre</b> 99 Cornish Avenue, Winnipeg, MB, R3C 1A2  <b>Riverview Health Centre</b> 1 Morley Avenue, Winnipeg, MB, R3L 2P4  <b>Seven Oaks General Hospital</b> 2300 McPhillips Street, Winnipeg, MB, R2V 3M3  <b>St. Boniface Hospital</b> 409 Taché Avenue, Winnipeg, MB, R2H 2A6  <b>Victoria Hospital</b> 2340 Pembina Highway, Winnipeg, MB, R3T 2E8

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Winnipeg-Churchill Health Region Employers Organization (WCHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	Mental Health and Addictions Program	<b>Access Winnipeg West</b> 280 Booth Drive, Winnipeg, MB, R3J 3R5  <b>Downtown West Community Health &amp; Social Services Centre</b> 755 Portage Avenue, Winnipeg, MB, R3G 0N2  <b>Home Care Centralized, Mental Health Centralized &amp; Public Health</b> 490 Hargrave Street, Winnipeg, MB, R3A 0X7  <b>Home Care Centralized and Mental Health Centralized</b> 496 Hargrave Street, Winnipeg, MB, R3A 0X7  <b>Seven Oaks Health &amp; Social Services Centre</b> 1050 Leila Avenue, Winnipeg, MB, R2P 1W6  <b>Shared Health Mental Health Services</b> 817 Bannatyne Avenue, Winnipeg, MB, R3E 0W2  1031 Portage Avenue, Winnipeg, MB, R3G 0R8 1041 Portage Avenue, Winnipeg, MB, R3G 0R8 146 Magnus Avenue, Winnipeg, MB, R2W 2B3 136 Magnus Avenue, Winnipeg, MB, R2W 2B3 170 Goulet Street, Winnipeg, MB, R2H 0R7 601 Aikins Street, Winnipeg, MB, R2W 4J5 170 Doncaster Street, Winnipeg, MB, R3N 1X9 175 Mayfair Avenue, Winnipeg, MB, R3L 0A1



**SCHEDULE “C” - BASE LOCATIONS****Bargaining Unit**

Winnipeg-Churchill Health Region Employers Organization (WCHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	Mental Health and Addictions Program	373 Broadway, Winnipeg, MB, R3C 0T9  533 Notre Dame Avenue, Winnipeg, MB, R3B 1S2  777 Portage Avenue, Winnipeg, MB, R3G 0N3  77A Redwood Avenue, Winnipeg, MB, R2W 5J5
	Middlechurch Home of Winnipeg	<b>Middlechurch Home of Winnipeg</b> 280 Balderstone Road, Winnipeg, MB, R4A 4A6
	Nutrition and Food Services– Regional Distribution Facility (RDF)	<b>Nutrition and Food Services – Regional Distribution Facility</b> 345 De Baets Street, Winnipeg, MB, R2J 4K3
	Pan Am Clinic	<b>Pan Am Clinic</b> 75 Poseidon Bay, Winnipeg, MB, R3M 3E4
	Primary Care Program	<b>Access Downtown</b> 640 Main Street, Winnipeg, MB, R3B 1E3  <b>Access Fort Garry</b> 135 Plaza Drive, Winnipeg, MB, R3T 6E8  <b>Access Nor’West</b> 785 Keewatin Street, Winnipeg, MB, R2X 3B9  <b>Access River East</b> 975 Henderson Highway, Winnipeg, MB, R2K 4L7  <b>Access St. Boniface</b> 170 Goulet Street, Winnipeg, MB, R2H 0R7  <b>Access Winnipeg West</b> 280 Booth Drive, Winnipeg, MB, R3J 3R5  <b>Aikins Street Community Health Centre</b> 601 Aikins Street, Winnipeg, MB, R2W 4J5

**SCHEDULE “C” - BASE LOCATIONS****Bargaining Unit**

Winnipeg-Churchill Health Region Employers Organization (WCHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	Primary Care Program	<b>Primary Care Office</b> 363 McGregor Street, Winnipeg, MB, R2W 4X4  <b>Primary Care Office</b> 80 Sutherland Avenue, Winnipeg, MB, R2W 3C7  <b>Women’s Health Clinic (The Birth Centre)</b> 603 St. Mary’s Road, Winnipeg, MB, R2M 3L8
	Public Health Program	<b>Access Fort Garry</b> 135 Plaza Drive, Winnipeg, MB, R3T 6E8  <b>Access Nor’West</b> 785 Keewatin Street, Winnipeg, MB, R2X 3B9  <b>Access River East</b> 975 Henderson Highway, Winnipeg, MB, R2K 4L7  <b>Access St. Boniface</b> 170 Goulet Street, Winnipeg, MB, R2H 0R7  <b>Access Transcona</b> 845 Regent Avenue West, Winnipeg, MB, R2C 3A9  <b>Access Winnipeg West</b> 280 Booth Drive, Winnipeg, MB, R3J 3R5  <b>Downtown West Community Health &amp; Social Services Centre</b> 755 Portage Avenue, Winnipeg, MB, R3G 0N2  <b>Home Care Centralized, Mental Health Centralized &amp; Public Health</b> 490 Hargrave Street, Winnipeg, MB, R3A 0X7  <b>Home Care Centralized &amp; Mental Health Centralized</b> 496 Hargrave Street, Winnipeg, MB, R3A 0X7

**SCHEDULE “C” - BASE LOCATIONS****Bargaining Unit**

Winnipeg-Churchill Health Region Employers Organization (WCHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	Public Health Program	<b>Seven Oaks Health &amp; Social Services Centre</b> 1050 Leila Avenue, Winnipeg, MB, R2P 1W6
	Regional Programs	<b>Access Downtown</b> 640 Main Street, Winnipeg, MB, R3B 1E3  <b>Access River East</b> 975 Henderson Highway, Winnipeg, MB, R2K 4L7  <b>Access St. Boniface</b> 170 Goulet Street, Winnipeg, MB, R2H 0R7  <b>Access Transcona</b> 845 Regent Avenue West, Winnipeg, MB, R2C 3A9  <b>Assiniboine South Health and Social Services Centre</b> 3401 Roblin Boulevard, Winnipeg, MB, R3R 0C6  <b>Concordia Hospital</b> 1095 Concordia Avenue, Winnipeg, MB, R2K 3S8  <b>Deer Lodge Centre</b> 2109 Portage Avenue, Winnipeg, MB, R3J 0L3  <b>Downtown West Community Health &amp; Social Services Centre</b> 755 Portage Avenue, Winnipeg, MB, R3G 0N2  <b>Grace Hospital</b> 300 Booth Drive, Winnipeg, MB, R3J 3M7  <b>Health Sciences Centre</b> 820 Sherbrook Street, Winnipeg, MB, R3A 1R9

**SCHEDULE "C" - BASE LOCATIONS****Bargaining Unit**

Winnipeg-Churchill Health Region Employers Organization (WCHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	Regional Programs	<b>Home Care Centralized and Mental Health Centralized &amp; Public Health</b> 490 Hargrave Street, Winnipeg, MB, R3A 0X7  <b>Home Care Centralized &amp; Mental Health Centralized</b> 496 Hargrave Street, Winnipeg, MB, R3A 0X7  <b>Misericordia Health Centre</b> 99 Cornish Avenue, Winnipeg, MB, R3C 1A2  <b>Pan Am Clinic</b> 75 Poseidon Bay, Winnipeg, MB, R3M 3E4  <b>Seven Oaks General Hospital</b> 2300 McPhillips Street, Winnipeg, MB, R2V 3M3  <b>Specialized Services for Children and Youth</b> 1155 Notre Dame Avenue, Winnipeg, MB, R3E 3G1  <b>St. Boniface Hospital</b> 409 Taché Avenue, Winnipeg, MB, R2H 2A6  <b>WRHA Corporate Office</b> 650 Main Street, Winnipeg, MB, R3B 1E2  <b>Victoria Hospital</b> 2340 Pembina Highway, Winnipeg, MB, R3T 2E8  1031 Portage Avenue, Winnipeg, MB, R3G 0R8  1041 Portage Avenue, Winnipeg, MB, R3G 0R8  146 Magnus Avenue, Winnipeg, MB, R2W 2B3

**SCHEDULE “C” - BASE LOCATIONS****Bargaining Unit**

Winnipeg-Churchill Health Region Employers Organization (WCHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	River Park Gardens	<b>River Park Gardens</b> 735 St. Anne's Road, Winnipeg, MB, R2N 0C4
	Victoria Hospital	<b>Victoria Hospital</b> 2340 Pembina Highway, Winnipeg, MB, R3T 2E8
	Winnipeg Regional Laundry	<b>Winnipeg Regional Laundry</b> 1725 Inkster Boulevard, Winnipeg, MB, R2X 1R3
Actionmarguerite (Saint-Boniface)*	Actionmarguerite (Saint-Boniface)	<b>Actionmarguerite (Saint-Boniface)</b> 185 Despins Street, Winnipeg, MB, R2H 2B3
Actionmarguerite (Saint-Vital)*	Actionmarguerite (Saint-Vital)	<b>Actionmarguerite (Saint-Vital)</b> 450 River Road, Winnipeg, MB, R2M 5M4
Actionmarguerite (St. Joseph)*	Actionmarguerite (St. Joseph)	<b>Actionmarguerite (St. Joseph)</b> 1149 Leila Avenue, Winnipeg, MB, R2P 1S6
Bethania Mennonite Personal Care Home*	Bethania Mennonite Personal Care Home	<b>Bethania Mennonite Personal Care Home</b> 1045 Concordia Avenue, Winnipeg, MB, R2K 3S7
Centre de santé Saint-Boniface*	Centre de santé Saint-Boniface	<b>Centre de santé Saint-Boniface</b> #2 - 170 Goulet Street, Winnipeg, MB, R2H 0R7
Concordia Hospital*	Concordia Hospital	<b>Concordia Hospital</b> 1095 Concordia Avenue, Winnipeg, MB, R2K 3S8
Donwood Manor*	Donwood Manor	<b>Donwood Manor</b> 171 Donwood Drive, Winnipeg, MB, R2G 0V9
Fred Douglas Lodge Society Inc.*	Fred Douglas Lodge Society Inc.	<b>Fred Douglas Lodge Society Inc.</b> 1275 Burrows Avenue, Winnipeg, MB, R2X 0B8
Golden Links Lodge*	Golden Links Lodge	<b>Golden Links Lodge</b> 2280 St Mary's Road, Winnipeg, MB, R2N 3Z6
Holy Family Home*	Holy Family Home	<b>Holy Family Home</b> 165 Aberdeen Avenue, Winnipeg, MB, R2W 1T9
Klinic Community Health*	Klinic Community Health	<b>Klinic Community Health</b> 167 Sherbrook Street, Winnipeg, MB, R3C 2B6
LHC Personal Care Centre*	LHC Personal Care Centre*	<b>LHC Personal Care Centre</b> 320 Sherbrook Street, Winnipeg, MB, R3B 2W6
Luther Home*	Luther Home	<b>Luther Home</b> 1081 Andrews Street, Winnipeg, MB, R2V 2G9

**SCHEDULE “C” - BASE LOCATIONS****Bargaining Unit**

Winnipeg-Churchill Health Region Employers Organization (WCHREO)

<b>Employer List</b>	<b>Site List</b>	<b>Base Location</b>
Manitoba Baptist Home Society (Meadowood Manor)*	Manitoba Baptist Home Society (Meadowood Manor)	<b>Manitoba Baptist Home Society (Meadowood Manor)</b> 577 St. Anne's Road, Winnipeg, MB, R2M 3G5
Misericordia Health Centre*	Misericordia Health Centre	<b>Misericordia Health Centre</b> 99 Cornish Avenue, Winnipeg, MB, R3C 1A2
Mount Carmel Clinic*	Mount Carmel Clinic	<b>Mount Carmel Clinic</b> 886 Main Street, Winnipeg, MB, R2W 5L4
Nine Circles Community Health Centre*	Nine Circles Community Health Centre	<b>Nine Circles Community Health Centre</b> 705 Broadway, Winnipeg, MB, R3G 0X2
Nor'West Co-op Community Health*	Nor'West Co-op Community Health	<b>Nor'West Co-op Community Health</b> 785 Keewatin Street, Winnipeg, MB, R2X 3B9
Pembina Place Mennonite Personal Care Home*	Pembina Place Mennonite Personal Care Home	<b>Pembina Place Mennonite Personal Care Home</b> 285 Pembina Highway, Winnipeg, MB, R3L 2E1
Riverview Health Centre*	Riverview Health Centre	<b>Riverview Health Centre</b> 1 Morley Avenue, Winnipeg, MB, R3L 2P4
Seven Oaks General Hospital*	Seven Oaks General Hospital	<b>Seven Oaks General Hospital</b> 2300 McPhillips Street, Winnipeg, MB, R2V 3M3
Sexuality Education Resource Centre Manitoba*	Sexuality Education Resource Centre Manitoba	<b>Sexuality Education Resource Centre Manitoba</b> 167 Sherbrook Street, Winnipeg, MB, R3C 2B6
Southeast Personal Care Home*	Southeast Personal Care Home	<b>Southeast Personal Care Home</b> 1265 Lee Boulevard, Winnipeg, MB, R3T 2M3
St. Boniface Hospital*	St. Boniface Hospital	<b>St. Boniface Hospital</b> 409 Taché Avenue, Winnipeg, MB, R2H 2A6
The Convalescent Home of Winnipeg*	The Convalescent Home of Winnipeg	<b>The Convalescent Home of Winnipeg</b> 276 Hugo Street North, Winnipeg, MB, R3M 2N6
The Saul and Claribel Simkin Centre Personal Care Home (The Simkin Centre)*	The Saul and Claribel Simkin Centre Personal Care Home (The Simkin Centre)	<b>The Saul and Claribel Simkin Centre Personal Care Home (The Simkin Centre)</b> 1 Falcon Ridge Drive, Winnipeg, MB, R3Y 1V9
Women's Health Clinic*	Women's Health Clinic	<b>Women's Health Clinic</b> 419 Graham Avenue, 3 <sup>rd</sup> Floor, Winnipeg, MB, R3C 0M3

\*Identifies non-transferred sites

**APPENDIX 1 - LIST OF ACRONYMS**

Actionmarguerite (Saint-Boniface)	AMSB
Actionmarguerite (Saint-Vital)	AMSV
Actionmarguerite (St. Joseph)	AMSJ
Addictions Foundation of Manitoba	AFM
Cadham Provincial Laboratory	CPL
Canada Revenue Agency	CRA
Canadian Union of Public Employees	CUPE
CancerCare Manitoba	CCMB
Concordia Hospital	CH
Deer Lodge Centre	DLC
Disability and Rehabilitation	D&R
Fred Douglas Lodge Society Inc.	FDL
Golden Links Lodge	GLL
Grace Hospital	GH
Health Sciences Centre	HSC
Health Spending Account	HSA
Holy Family Home	HFH
Letter of Understanding	LOU
Long Term Disability	LTD
Luther Home	LH
Manitoba Adolescent Treatment Centre	MATC
Manitoba Association of Health Care Professionals	MAHCP
Manitoba Government and General Employees' Union	MGEU
Manitoba Labour Board	MLB
Memorandum of Agreement	MOA
Middlechurch Home of Winnipeg	MHW
Misericordia Health Centre	MHC
Mount Carmel Clinic	MCC
Nine Circles Community Health Centre	NCCHC
Northern Health Region Employers Organization	NHREO
Northern Regional Health Authority	NRHA
Nor'West Co-op Community Health	NWCCH
Nutrition and Food Services - Regional Distribution Facility	RDF
Operating Engineers of Manitoba	OE or OEM
Pan Am Clinic	PAC
Personal Care Home	PCH
Present Incumbent Only	PIO
Provincial Health Labour Relations Services	PHLRS
Recruitment, Retention and Education Fund	RREF
Rehabilitation Centre for Children	RCC
River Park Gardens	RPG
Riverview Health Centre	RHC

Selkirk Mental Health Centre	SMHC
Seven Oaks General Hospital	SOGH
Sexuality Education Resource Centre Manitoba	SERC
Shared Health	SH
Shared Health Employers Organization	SHEO
Southern Health Region Employers Organization	SHREO
Southern Health-Santé Sud	SH-SS
St. Boniface Hospital	SBH
Victoria Hospital	VH
Winnipeg-Churchill Regional Health Authority and Winnipeg Regional Health Authority	WRHA
Winnipeg-Churchill Health Region Employers Organization	WCHREO
Women's Health Clinic	WHC



## **APPENDIX 2 - PROVINCIAL VACATION YEARS BY EMPLOYERS ORGANIZATION**

### **Northern Health Region Employers Organization (NHREO)**

The following Employer/site under the NHREO has a vacation year of May 1<sup>st</sup> - April 30<sup>th</sup>:

- Northern Regional Health Authority - Direct Operations

### **Shared Health Employers Organization (SHEO)**

The following Employers/sites under the SHEO have a vacation year of April 1<sup>st</sup> - March 31<sup>st</sup>:

- Addictions Foundation of Manitoba
- Cadham Provincial Laboratory
- Eden Mental Health Centre
- **Rehabilitation Centre for Children**
- Selkirk Mental Health Centre

The following Employers/sites under the SHEO have a vacation year of May 1<sup>st</sup> - April 30<sup>th</sup>:

- **CancerCare Manitoba**
- Manitoba Adolescent Treatment Centre
- Medical Transportation Coordination Centre
- Shared Health Direct Operations - Breast Health Centre
- Shared Health Direct Operations - Diagnostic Services (Former DSM Prof/Tech UFCW Grace Hospital)
- Shared Health Direct Operations - Diagnostic Services (Former DSM Prof/Tech UFCW St. Boniface Hospital)
- Shared Health Direct Operations - Health Sciences Centre

The following Employers under the SHEO have a vacation year of July 1<sup>st</sup> - June 30<sup>th</sup>:

- Shared Health Direct Operations - Diagnostic Services (Former DSM Facility Support Rural)
- Shared Health Direct Operations - Diagnostic Services (Former DSM Facility Support Westman Lab)

### **Southern Health Region Employers Organization (SHREO)**

The following Employers/sites under the SHREO have a vacation year of April 1<sup>st</sup> - March 31<sup>st</sup>:

- Menno Home for the Aged
- Tabor Home Inc.
- Villa Youville

The following Employer/site under the SHREO has a vacation year of May 1<sup>st</sup> - April 30<sup>th</sup>:

- **Rock Lake Health District**
- **Southern Health-Santé Sud Regional Health Authority Direct Operations**

**Winnipeg-Churchill Health Region Employers Organization (WCHREO)**

The following Employers/sites under the WCHREO have a vacation year of April 1<sup>st</sup> - March 31<sup>st</sup>:

- Actionmarguerite (Saint-Boniface)
- Actionmarguerite (Saint-Vital)
- Actionmarguerite (St. Joseph)
- Centre de santé Saint-Boniface
- Donwood Manor
- Fred Douglas Lodge Society Inc.
- Golden Links Lodge
- Klinik Community Health
- Mount Carmel Clinic
- Nine Circles Community Health Centre
- Nor'West Co-op Community Health
- Riverview Health Centre (Former Prof/Tech WAPSO)
- Seven Oaks General Hospital
- Sexuality Education Resource Centre Manitoba
- Southeast Personal Care Home
- The Convalescent Home of Winnipeg
- Golden West Centennial Lodge
- The Saul and Claribel Simkin Centre Personal Care Home (The Simkin Centre)
- Women's Health Clinic
- WRHA Direct Operations - Deer Lodge Centre
- WRHA Direct Operations - Home Care Program, Mental Health and Addictions Program, Primary Care Program, Public Health Program
- WRHA Direct Operations - Middlechurch Home of Winnipeg
- WRHA Direct Operations - Pan Am Clinic
- WRHA Direct Operations - Regional Pharmacy Program
- WRHA Direct Operations - River Park Gardens
- WRHA Direct Operations - Victoria Hospital

The following Employers/sites under the WCHREO have a vacation year of May 1<sup>st</sup> - April 30<sup>th</sup>:

- Bethania Mennonite Personal Care Home
- Concordia Hospital
- Misericordia Health Centre
- Pembina Place Mennonite Personal Care Home
- Riverview Health Centre
- St. Boniface Hospital
- WRHA Direct Operations - Churchill Health Centre
- WRHA Direct Operations - Grace Hospital
- WRHA Direct Operations - Nutrition Food Services - Regional Distribution Facility
- WRHA Direct Operations - Regional Programs (Former Corporate & Community Programs Facility Support CUPE)
- WRHA Direct Operations - Winnipeg Regional Laundry

The following Employer/sites under the WCHREO have a vacation year of June 1<sup>st</sup> - May 31<sup>st</sup>:

- Holy Family Home
- LHC Personal Care Centre

The following Employers/sites under the WCHREO have a vacation year of July 1<sup>st</sup> - June 30<sup>th</sup>:

- Luther Home
- Manitoba Baptist Home Society (Meadowood Manor)