



Memorandum of Settlement

between
Canadian Union of Public Employees (CUPE)
 and
 the Employers represented by
Provincial Health Labour Relations Services (PHLRS)
Errors and omissions excepted
July 23, 2024

Articles not specifically referenced are to be incorporated without change.

Article/LOU	Agreed to Language	Rationale
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, realizing that the first consideration is the welfare of the patients/residents/clients/trainees, 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:	

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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 2017 2024 until March 31, 2024 2028, and supersedes the Collective Agreement between the Parties which was in effect on April 1, 2012 2017. (b) The ratification date of the current Collective Agreement occurred on September 23, 2022. (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.	
ARTICLE 5 - UNION REPRESENTATION		
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 fourteen (14) 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 then 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)	(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. In urgent situations 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.	

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ARTICLE 6 - RESPECTFUL WORKPLACE AND NON-DISCRIMINATION		
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 Health and Safety Act, 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.	
606 (New)	<u>Safe Space</u> 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		
710	“Health Sector Bargaining Unit” shall mean the CUPE Facility Support / or Community Support bargaining unit within the site/Employer/Employers Organization of another Employers Organization as specified in Schedule “B”.	Clarified the definition.
711	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.	
712	A “probationary” employee is a newly hired full-time or part-time employee who has not completed three (3) or four (4) six (6) months service respectively, from the date of hiring. This period may be extended if the Employer so requests and the Union agrees.	Probationary period for part timers increased from 4 to 6 months.
713 (d) (New)	(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.	Previously no definition of modified shift.
718 (New)	“Supernumerary Shift” means a shift that is over and above the baseline staffing at the time of scheduling.	Previously no definition in the CA.
719 (New)	“Equitable” distribution of additional hours/pick up shifts and overtime means that extra shifts (straight time or overtime) shall be offered equally amongst employees.	Previously no definition in the CA.

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ARTICLE 9 - CHANGES IN CLASSIFICATION		
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.	Previously no ability for the Union to bring forward a concern.
909	If the decision is not satisfactory to the employee 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. If the decision given in Article 908 is not satisfactory to the employee, 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.	
ARTICLE 10 - GRIEVANCE PROCEDURE		
1011	Where reasonably possible, grievance meetings held with the grievor will be scheduled during, or contiguous immediately before or after to 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.	Changed to clear language, intent has not changed.
ARTICLE 12 - SENIORITY		
1205 (g)	Seniority will continue to accrue if an employee: (g) is on an approved maternity /parenting leave as defined in Article 1704.	
1206 (d)	Seniority will be retained but will not accrue if an employee: (d) holds a term position outside of the bargaining unit or is on the trial period of an out-of-scope position a position outside of the bargaining unit.	Clarified the language as previously we were having issues with members moving between community support and facility support at their site.
1207 (a)	(a) The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, in March and October when requested, in writing, to a maximum of twice. The Union can, upon written request, ask for two (2) additional seniority lists per year.	

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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.	Addition of MPI and Saskatchewan General Insurance (SGI). We have members who live in SK.
1210	Seniority accumulated prior to the date of ratification of the Collective Agreement shall be retained.	No longer needed, this was from the merging of the collective agreements.
ARTICLE 13 - INCOME PROTECTION		
1302 (a)	(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.	Additional criteria added, so not just emergencies.

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1303 (a)	(a) Income protection shall accumulate at the rate of one and one-quarter (1.25) days per month with no maximum. 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.	
1303 (b)	(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) (d) 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: (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) (d) 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 (.9) of a day and amend point three (.3) of a day to read point six (.6) of a day.	Increase in the sick bank entitlement but will not come into effect until last year of contract.

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1310 (f)	<u>Income Protection and Workers' Compensation</u> (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.	
1314	<u>Family Illness</u> 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, dependent child, dependent 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 (New)	<u>Wellness Days</u> 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 wellness day is subject to the following: (a) the leave shall be for physical or mental wellness;	Language in-line with other public sector unions including MNU.

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	(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 <i>Also refer to:</i> <i>Article 31 - Special Provisions re. Part-time Employees</i> <i>Article 33 - Special Provisions re. Casual Employees</i>		
1401 (b)	(b) Applications for vacant positions shall be awarded in the following order: <u>Tier 1:</u> 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. <u>Tier 2:</u> 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. <u>Tier 3:</u> Most senior qualified applicant from other sites within the same Employer and same Bargaining Unit (including site employees on layoff). <u>Tier 4:</u> Most senior qualified casual applicant from the site, within the same Employer in which the position is posted. <u>Tier 5:</u> Most senior qualified casual applicant from other sites within the same Employer. <u>Tier 6:</u> Applicants from the same bargaining unit from other Employers within the Employer Organizations.	Addition of Tier 6 and 7 to clarify CUPE members will be hired before people external to CUPE.

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	<u>Tier 7:</u> Applicants from the other bargaining unit from other Employers within the Employer Organizations. <i>Renumber subsequent tiers accordingly.</i> <u>Tier 6:</u> 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.	
1403 (d) (New)	(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.	Formerly no language to cover this scenario.
1404 (a)	When an employee is promoted, their new and future salary will be determined as follows: (a) The new salary will be at the rate of the equivalent step in the employee's new classification which provides the equivalent of one increment step in relation to the wage rate in their new classification. For the purposes of calculation, this increment shall be at least equal in value to the difference between the Start rate and Step 1 (e.g. step on step).	Improved language.
1405	If an employee voluntarily transfers to a lower or equally paid classification, the employee shall be paid at the same increment step in the new classification as they were in at the old classification that is closest to the employee's current salary.	Improved language.

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1408 (a) (iv) New	(a) <u>Term Positions</u> A “term position” shall be for a specific time period or until completion of a particular project within a specific department. (iv) Terms may be ended earlier than the projected end date provided two (2) weeks notice is given to the employee and the Union.	
1408 (c)	(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 forty-eight (48) hours one (1) weeks 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.	Change to allow more notice to end a term.
1409	<u>Voluntary Transfers</u> 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:	Amended to include going between community support and facility support as it was missing in the prior CA.
1409 (e)	(e) subject to the provisions of each plan, where the Magie Rule of 80 provisions exist, length of employment applicable for qualification for the Magie Rule of 80 pension provisions;	
ARTICLE 15 - ANNUAL VACATION		
1501	The vacation year for each Employer shall remain status quo pursuant to 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.	

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1502	An full-time 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	To start accruing in the 2024/2025 vacation year, for utilization in the 2025/2026 vacation year. Annual vacation shall be earned at the rate of: • three (3) weeks per year commencing in the first year of employment; • four (4) weeks per year commencing in the fourth year of employment; • five (5) weeks per year commencing in the eleventh tenth year of employment; • six (6) weeks per year commencing in the twenty-first twentieth year of employment. <u>Applicable to Churchill Health Centre and Northern Health Region Direct Operations Only:</u> • 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.	Increased vacation entitlement for longer service employees.
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).	

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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.	The Employer will not be able to have periods of time where they say no one can be on vacation.
1509	An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. <i>Renumber subsequent articles accordingly.</i>	
1512	Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by November October 15th of each year. (a) The Employer shall post a notice, no later than November 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. (d) Any vacation entitlement not requested by November October 15th may, at the discretion of the Employer, be scheduled by the Employer.	Changed to allow more time to take remaining vacation.
1513	Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance. <i>Renumber subsequent articles accordingly.</i>	
1516	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.	

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1518	<u>Long Service Recognition - Vacation</u> Effective April 1, 2009 In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (5 days) in their twentieth (20th) year of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative. Part-time employees shall be entitled to a pro rata portion of this benefit.	
ARTICLE 16 - GENERAL HOLIDAYS		
1610	<i>Applicable for Home Care Direct Service Staff only</i> 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 and no available work period shall apply.	
1612 (New)	<i>Moved from 1611(d):</i> 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		
1702	(a) An employee who is granted a leave of absence for ten (10) weeks one (1) year or less, will be returned to their former position upon their return at their former increment step. (b) An employee who is granted leave of absence between ten (10) and twenty-six (26) weeks will be returned to their former classification with the same Employer at their former increment step. 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 twenty-six (26) weeks 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	

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	the leave of absence, and at the increment level received prior to the leave of absence, or the maximum for the classification of the position returned to, whichever is lesser. If the position returned to is a higher classification than the one the employee left, the employee would be put at the first step of the salary range for that classification.	
1704	<u>Maternity and Parenting Leave</u> Parenting Leave consists of Maternity Leave and Parental 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.	Definition updated to match what is in the EI regulations.
1707 (a)	<u>Parental Leave</u> (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.	
1711	<u>Bereavement Leave</u> (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 internment, funeral or initial memorial service. For employees residing above the 53rd parallel, leave may be extended by one (1) additional regularly scheduled consecutive day for travel.	Addition of loss of pregnancy for the 4 days of bereavement.

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	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: 1. is the person's spouse or common-law partner, or 2. 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.	
ARTICLE 18 - HOURS OF WORK		
1802 (e) (New)	<u>Rest Periods</u> (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.	Some sites were stopping the practice of combining breaks, this allows for it.
18XX (New)	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.	Some sites were making members take their breaks within half hour of starting their shifts. This stops that.

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ARTICLE 19 - SHIFT SCHEDULES		
1907 (a) (New)	<u>Reassignment</u> (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) they will first look to reassign staff on shift, starting with most junior qualified employee, within the site that are in the same bargaining unit as the classification where the need exists.	
1907 (b) (New)	<u>Reassignment</u> (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.	
19XX (New)	<u>Shift Pattern Change</u> Should the Employer desire to permanently make changes to the shift pattern (master rotation) that may affect the shift 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.	Previously did not have language to allow for selection of rotations by seniority during a master rotation change.
ARTICLE 20 - OVERTIME		
2002 (b)	(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.	Clarified the language that it is in fact meant to be double time paid for missed breaks.

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2007 (b) (New)	(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. <i>Renumber subsequent articles accordingly.</i>	
2007 (b)	(b) 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.	
2007 (c)	(c) No employee shall be required to work overtime against their wishes when other qualified employees are available and willing to perform the required work. When there are no volunteer employees, such duty shall be assigned starting with the most junior employee on site from the unit that is qualified.	
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 and if this is not possible, or a payment of ten dollars (\$10.00) twelve dollars (12.00) (effective September 23, 2022) will be made.	
2010	An employee shall not be required to layoff during regular hours to equalize any overtime worked. <i>Renumber subsequent articles accordingly.</i>	
2011	Shifts worked wWhen time switches from Central Standard to Daylight Saving Time and vice-versa, an employee shall be paid at straight time rates for actual hours worked 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.	Language updated to provide overtime during the transition of DST.

Article/LOU	Agreed to Language	Rationale
ARTICLE 22 - PREMIUMS		
2201 (a)	(a) <u>Evening Shift</u> 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. one dollar (\$1.00) [one dollar and twenty-five cents (\$1.25) effective the date of ratification (September 23, 2022)] per hour for that shift. Effective April 1, 2023, the evening shift premium shall increase to two dollars (\$2.00) per hour. 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.	Increase of \$.25/hour
2201 (b)	(b) <u>Night Shift</u> 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 one dollar and seventy-five cents (\$1.75) per hour [three dollars and five cents (\$3.05) effective the date of ratification (September 23, 2022)] three dollars and seventy-five cents (\$3.75) per hour for that shift (effective date of ratification).	Increase of \$.25/hour
2202	Shift Premium and Weekend Premium will not shall be payable while an employee is receiving on hours worked at overtime rates.	Premiums will now be paid while working overtime. Evening, night and weekend premiums.
2203	<u>Weekend Premium</u> A weekend premium of one dollar sixty-five cents (\$1.65) 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 0001 hours on the Saturday and 2400 hours on the following Sunday 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 716.	Increased weekend premium, inclusion of Friday evening shift and the Sunday into Monday night shift in the weekend premium

Article/LOU	Agreed to Language	Rationale
ARTICLE 23 - SALARIES, INCREMENTS AND TEMPORARY ASSIGNMENTS		
2304 (a)	<u>Temporary Assignment of Duty</u> <i>(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</i> 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 (\$01.70) 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.	Additional \$1.00 for responsibility pay.
2304 (b)	<u>Temporary Assignment of Duty</u> (b) For SHEO Facility Support only - Applicable to HSC Security only In the event the Employer assigns an employee within the bargaining unit to act and perform the duties of some higher classification for a period of greater than six (6) weeks, the employee shall be paid at a step in the higher classification that provides for an increase of at least one (1) increment, if possible, greater than the employee's own current rate of pay. In the event an Officer is designated to "stand in" (2IC) for an absent supervisor they shall be compensated for each hour worked rounded up to the nearest one quarter (¼) hour at a rate of one dollar (\$1.00) per hour. There shall be one (1) officer designated as eligible for "stand in" (2IC) on each shift. Eligibility for "stand in" (2IC) shall be established by a competitive process. The existing officers designated as eligible for "stand in" (2IC) shall retain their designation. Renumber subsequent articles accordingly.	No longer applicable with the new ISO's.

Article/LOU	Agreed to Language	Rationale
2304 (c)	<u>Temporary Assignment of Duty</u> (c) <i>Applicable to all others</i> 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 (\$01.70) 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.	Additional \$1.00 for responsibility pay.
2304 (d)	(d) 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 (\$ 01 .80) per hour effective the date of ratification (September 23, 2022).	Additional \$1.00 for responsibility pay.
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 ninety (90) days after the ratification date (September 23, 2022) one hundred and eighty (180) days after the ratification date. (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.	Extension of time limit for retired members to get their retro pay. Additional language to protect the membership if the Employer fails to implement the CA in the timeframe.
ARTICLE 25 - EMPLOYMENT SECURITY, LAYOFF AND RECALL		
2507 (d)	(d) The employee shall be paid four point six two percent (4.62%) five percent (5.0%) effective September 30, 2024) 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;	Changed just to reflect the addition of Truth and Reconciliation Day

Article/LOU	Agreed to Language	Rationale
ARTICLE 26 - TRANSPORTATION ALLOWANCE		
2601 (b)	If the Employer requires an employee to: (b) Return to the worksite on a callback shall be paid the prevailing Province of Manitoba mileage rate per kilometer for use of their own personal vehicle subject to a minimum of four dollars (\$4.00) 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).	
2601 (c) (i)	If the Employer requires an employee to: <i>Not applicable to Home Care Direct Service Staff or Mental Health Proctors</i> (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 four dollars (\$4.00) 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	<u>Escort Duty</u> 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, upon presentation of an appropriate receipt, the employee shall be reimbursed up to a maximum of ten dollars (\$10.00) twelve dollars (\$12.00) for the purchase of a meal.	No longer need to submit a receipt to receive the money.
ARTICLE 27 - EDUCATION AND TRAINING		
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.	Addition of paid time off to attend training.

Article/LOU	Agreed to Language	Rationale
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.	
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.	Addition of parking, mileage and expenses reimbursed.
ARTICLE 30 - EMPLOYEE BENEFITS		
3006	<u>Health Spending Account (HSA):</u> - 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: <u>Effective April 1, 2011</u> —\$500 for full-time employees*; —\$250 for part-time employees; <u>Effective January 1, 2023</u> —\$700 for full-time employees*; —\$350 for part-time employees. <u>Effective August 1, 2023</u> \$1,250 for full-time employees*; \$1,000 for part-time employees.	Simply added the new amounts.

Article/LOU	Agreed to Language	Rationale
	- 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 1st to December 31st. - 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.	
ARTICLE 31 - SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES		
3102	<u>Income Protection in Case of Illness</u> <i>Not applicable to Home Care Direct Service Staff</i> (a) Part-time employees shall accumulate income protection credits on a pro rata basis, in accordance with this formula. Hours Paid at Regular Rate of Pay Full-time Hours X Entitlement of Full-time Employee	To include DSS for regular sick time once the transition to HEB occurs.
3104 (a)	<u>General Holidays</u> (a) Part-time employees will be paid four point six two percent (4.62%) (five percent (5%) effective September 30, 2021) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular pay deposit.	Amended to reflect the inclusion of Truth and Reconciliation.

Article/LOU	Agreed to Language	Rationale																		
ARTICLE 33 - SPECIAL PROVISIONS RE. CASUAL EMPLOYEES																				
3301 (k)	(k) Casual employees will be paid four point six two percent (4.62%) (five percent (5%) effective September 30, 2021), of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular pay deposit.	Changed just to reflect the addition of Truth and Reconciliation Day																		
ARTICLE 34 - SPECIAL PROVISIONS RE. HOME CARE DIRECT SERVICE STAFF																				
Title	SPECIAL PROVISIONS RE. HOME CARE DIRECT SERVICE STAFF AND MENTAL HEALTH PROCTORS																			
3413 (a)	(a) Downtime shall be paid at straight time rates in order to achieve a Home Care Attendant's guaranteed EFT but and shall not be considered time worked for the purpose of qualifying an employee for overtime.	Changed so that downtime hours worked are included when qualifying for Overtime.																		
3414 (k) (New)	<u>Transportation</u> (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.																			
ARTICLE 35 - SPECIAL PROVISIONS RE. NORTHERN EMPLOYEES																				
3503 (f)	<u>Biweekly Remoteness Allowance</u> Amounts to be amended to match current Provincial rates. (f) <u>Rates</u> The biweekly Remoteness Allowances relative to each location at single and dependant rates are as follows: <table border="1" data-bbox="407 1232 1033 1448"> <thead> <tr> <th>Location</th><th>Dependant</th><th>Single</th></tr> </thead> <tbody> <tr> <td>Berens River</td><td>\$287.82</td><td>\$165.01</td></tr> <tr> <td>Churchill</td><td>\$277.95</td><td>\$168.64</td></tr> <tr> <td>Cormorant</td><td>\$162.28</td><td>\$103.48</td></tr> <tr> <td>Cranberry Portage</td><td>\$139.05</td><td>\$87.61</td></tr> <tr> <td>Cross Lake</td><td>\$309.48</td><td>\$178.90</td></tr> </tbody> </table>	Location	Dependant	Single	Berens River	\$287.82	\$165.01	Churchill	\$277.95	\$168.64	Cormorant	\$162.28	\$103.48	Cranberry Portage	\$139.05	\$87.61	Cross Lake	\$309.48	\$178.90	Will be changed to reflect the increases applied by the Province.
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3504 (a) (i)	<u>Northern Isolation/Retention Allowance</u> 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 31st of each year (including full time, part time and casual) as follows: (a) (i) <u>Applicable at The Pas, Flin Flon, Snow Lake, Sherridon, and Cormorant</u> ◆ Effective April 1, 2016: \$1,000.00 for each full-time employee • Effective April 1, 2023 2024*: \$5,000.00 \$7,000.00 for each full-time employee *Note: Payment for the increased NIRA is in April 2025.																																																	

Article/LOU	Agreed to Language	Rationale
3504 (a) (ii)	<u>Northern Isolation/Retention Allowance</u> 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 31st of each year (including full time, part time and casual) as follows: (a) (ii) <u>Applicable at Thompson, Gillam, Leaf Rapids, Lynn Lake and Bay Line communities</u> ◆ Effective April 1, 2016: \$1,000.00 for each full-time employee • Effective April 1, 2023 2024: \$6,250.00 \$8,250.00 for each full-time employee *Note: Payment for the increased NIRA is in April 2025.	
3504 (a) (iii)	<u>Northern Isolation/Retention Allowance</u> 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 31st of each year (including full time, part time and casual) as follows: (a) (iii) <u>Applicable at Churchill</u> ◆ Effective April 1, 2016: \$1,000.00 for each full-time employee • Effective April 1, 2023 2024: \$6,250.00 \$8,250.00 for each full-time employee *Note: Payment for the increased NIRA is in April 2025.	
35XX (New)	For those individuals who reside above the 53rd parallel, a five percent (5%) salary scale adjustment will be applied effective April 1, 2024.	
ARTICLE 38 - UNIFORMS AND PROTECTIVE CLOTHING		
3801 (a)	(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 eight cents (\$0.08) ten cents (\$0.10) effective the date of ratification (September 23, 2022) per hour for all hours worked.	

Article/LOU	Agreed to Language	Rationale
3805 (New)	Applicable to SBGH and VGH only: <u>Inclement Weather Gear</u> In accordance with SBGH Employer policy Working in Extreme Weather Environments and the Victoria General 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.	Inclusion of 2 trades sites that were excluded previously.
ARTICLE 41 - INSURANCE COVERAGE		
Title	INSURANCE COVERAGE-LEGAL LIABILITY AND INVESTIGATIVE PROCEEDINGS	
4102 (New)	(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/LOU	Agreed to Language	Rationale
ARTICLE XX - LONG SERVICE STEP		
XX01	1. Effective October 1, 2014, (April 1, 2023, for all former Community Support classifications; October 1, 2012, for all former professional technical classifications as per existing LOUs) a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A". Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion of the following: i) twenty (20) or more years of continuous service; and ii) the employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months. 2. Employees who do not meet the above criteria on October 1, 2014 (April 1, 2023, for all former Community Support classifications), shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in #1 above. <u>Note:</u> For the purpose of #1 and #2 continuous service shall be calculated based on continuous calendar years of service in an EFT position (full time, part time, or term). <u>Long Service Steps</u> <u>Fifteen (15) Year Long Service Step</u> (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 705; and (ii) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.	

Article/LOU	Agreed to Language	Rationale
	<u>Twenty (20) Year Long Service Step</u> (a) Employees shall be eligible for a twenty (20) year Long Service Step equivalent to two (2) percent 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 705; and (ii) the employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months. <u>Twenty-five (25) Year Long Service Step</u> (a) Employees shall be eligible for a twenty-five (25) year equivalent to three (3) percent 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 705; and (ii) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months. 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.	
1808 (Moved to New Article)	<u>ARTICLE XX - INCLEMENT WEATHER (NEW)</u> XX01 When an employee is unable to attend at work due to whiteout/blizzard conditions/inclement weather as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, the employee shall be able to utilize any banked <i>overtime, general holidays or vacation time</i> they have available to them.	



Memorandum of Settlement

between
Canadian Union of Public Employees (CUPE)
and
the Employers represented by
Provincial Health Labour Relations Services (PHLRS)
Errors and omissions excepted
July 23, 2024

Schedule “A” - Wages

Article/LOU	Agreed to Language	Rationale
WAGE PROPOSALS, SCHEDULE “A” & GENERAL DISCUSSIONS		
	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%	



Memorandum of Settlement

between
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and
the Employers represented by
Provincial Health Labour Relations Services (PHLRS)
Errors and omissions excepted
July 23, 2024

Letters of Understanding - Hours of Work

Letters of Understanding - Hours of Work not specifically referenced are to be incorporated without change.

Article/LOU	Agreed to Language	Rationale
LOU 18D	<i>Delete</i> ST. BONIFACE HOSPITAL - TRADES RE: SHIFT SCHEDULES - TERRY BENDERSKI	
LOU 18Z (New)	NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION APPLICABLE AT FLIN FLON GENERAL HOSPITAL ONLY <u>RE: COMBINATION OF 12/8 HOUR SHIFT PATTERN - POWER ENGINEERS (2080 ANNUAL HOURS)</u> 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. <u>Hours of Work</u> (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 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.	

Article/LOU	Agreed to Language	Rationale
	(ii) 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. (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 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. <u>Overtime</u> Employees working this shift pattern have shifts of twelve (12) and eight (8) hours included in the shift pattern. Overtime rates apply when: (i) An employee works beyond three hundred and twenty (320) 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. <u>Vacation/General Holidays/Income Protection/Bereavement Leave</u> (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 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.	

Article/LOU	Agreed to Language	Rationale
	(iii) An employee may utilize any accrued banked days in lieu of the general holiday to take a full twelve (12) hour shift 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 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.	



Memorandum of Settlement

between
Canadian Union of Public Employees (CUPE)
and
the Employers represented by
Provincial Health Labour Relations Services (PHLRS)
Errors and omissions excepted
July 23, 2024

Letters of Understanding - General

Letters of Understanding - General not specifically referenced are to be incorporated without change.

Article/LOU	Agreed to Language	Rationale
LOU #6	NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION SHARED HEALTH EMPLOYERS ORGANIZATION SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATIONS <u>RE: STAFF MOBILITY WITHIN CUPE</u> 5. C. Voluntary Transfers to Vacancies As bargaining unit vacancies arise that any of the sites intend to fill, the following procedures will apply: i) Vacancies will be filled in accordance with the provisions of the applicable Collective Agreement. ii) An internal and external posting may occur simultaneously. Employees from other sites will have the right to apply for said vacancy. If the selected employee is a current CUPE employee, they will be entitled to transfer all seniority, service and other benefits and will be treated in all respects as if they had always been an employee of the receiving site.	

Article/LOU	Agreed to Language	Rationale
	iii) Selection shall be in accordance with the terms of the Collective Agreement. 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 Voluntary and Temporary Transfers may apply to all term employees. 9. <u>Probationary and Trial Period:</u> 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. If an employee voluntarily transfers from a sending to a receiving site, within the same Employer and same bargaining unit, the employee is subject to a trial period in accordance with the Collective Agreement.	
LOU #7	NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION SHARED HEALTH EMPLOYERS ORGANIZATION WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATIONS <u>RE: RECRUITMENT, RETENTION AND EDUCATION FUND (RREF)</u> The Parties agree that as soon as reasonably possible following the date of ratification, at the commencement of a pay period, 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.	
LOU #8	SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION <u>RE: RECRUITMENT, RETENTION AND EDUCATION FUND (RREF)</u> The Parties agree that, as soon as reasonably possible following the date of ratification, at the commencement of a pay period, the employee portion of the Employment Insurance (EI) rebate will be	

Article/LOU	Agreed to Language	Rationale
	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.	
LOU #9	NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION SHARED HEALTH EMPLOYERS ORGANIZATION SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATIONS <u>RE: HEB PENSION OR BENEFIT PLAN IMPROVEMENTS</u> During the term of the 2017 to 2024 to 202X 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.	
LOU #11	SHARED HEALTH EMPLOYERS ORGANIZATION HEALTH SCIENCES CENTRE <u>RE: PREVENTATIVE MAINTENANCE COORDINATORS</u> 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, 2017 2024, to March 31, 2024X, 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. <u>Clause 9 – Legacy</u> 9.01 — The Employer agrees that the following incumbents shall not be denied consideration for Preventative Maintenance Coordinator positions that may arise solely by reason of not possessing the required level of secondary education (i.e. Grade XII Manitoba standards). K. Owens, T. Maiden	

Article/LOU	Agreed to Language	Rationale
	<u>Clause 10 9 - Seniority</u> 109.01 Article 1202 will not apply and the following will but only for the positions covered by this MOALOU: 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.	
LOU #18	SHSS ONLY <u>RE: DEFINITION OF “50 KILOMETER RADIUS” FOR THE PURPOSES OF THE COLLECTIVE AGREEMENT</u> The chart below defines the fifty (50) kilometer radius for purposes within the Collective Agreement:	Chart replaces the entire list of locations under this LOU.

Article/LOU	Agreed to Language	Rationale
LOU #19	NRHA <u>RE: SWITCHBOARD/ADMITTING RESPONSIBILITY PAY</u> Maintain existing LOU and add the following: This LOU will cease to exist as of Mar 31, 2028 if the additional duties and responsibilities that attracted the responsibility pay have been removed.	
LOU #20	<i>Renew LOU and amend the employee list as the date of ratification.</i> HSC ONLY <u>RE: MONITOR ROOM OPERATORS - POSITION DISCONTINUATION</u>	
LOU #22	APPLICABLE TO TRADES AND MAINTENANCE AT CONCORDIA HOSPITAL, DEER LODGE CENTRE, GRACE HOSPITAL, HEALTH SCIENCES CENTRE, SEVEN OAKS GENERAL HOSPITAL, VICTORIA HOSPITAL <u>RE: TRADES AND MAINTENANCE</u> 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 Mar 31, 2028.	

Article/LOU	Agreed to Language	Rationale
LOU #23	NHREO, WCHREO, SHREO <u>RE: HOME CARE DIRECT SERVICE STAFF - CELLULAR PHONES</u> Fifty cents (\$0.50) per call shall apply, based on the following: Where an employee is required to call in regarding workplace issues when the client is not at home, or the client visit is cancelled in some way at the last minute, 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.	
LOU #25	APPLICABLE TO WCHREO; SHEO; SHREO; AND NHREO NOT APPLICABLE TO DSS AND MHP <u>RE: COMPENSATION FOR TEMPORARY TRANSFER OF EMPLOYEES</u> 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.	

Article/LOU	Agreed to Language	Rationale
LOU #28	APPLICABLE TO SHEO - HEALTH SCIENCES CENTRE SITE ONLY <u>RE: STANDARD ISSUE UNIFORM PARTS</u> Amend any reference to “gloves” to read “<i>cut resistant gloves</i> to be replaced as necessary due to wear and tear”.	
LOU #35	<i>Delete</i> NHREO, SHEO, WCHREO, SHREO <u>RE: REFERENCE TO STANDARDIZATION COMMITTEE DURING TERM OF AGREEMENT</u>	
LOU #36	<i>Amend the LOU as follows and make any changes to employee list where required post ratification.</i> WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION APPLICABLE AT NINE CIRCLES COMMUNITY HEALTH CENTRE <u>RE: VACATION ACCRUAL PER CUPE ARTICLE 1503</u> 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 date of ratification 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. <i>26.02 Employees shall earn vacation on the following basis:</i> <i>• First and second years of employment - three (3) weeks per year;</i> <i>• Third, fourth, fifth and sixth years of employment - four (4) weeks per year;</i> <i>• Seventh to twenty years of employment - five (5) weeks per year;</i> <i>• Twenty and subsequent years of employment - six (6) weeks per year.</i> This LOU is applicable to the following employees that were employed on the date of ratification (September 23, 2022):	

Article/LOU	Agreed to Language	Rationale
LOU #37	<i>Amend the LOU as follows and make any changes to employee list where required post ratification.</i> WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION APPLICABLE AT KLINIC COMMUNITY HEALTH <u>RE: VACATION ACCRUAL PER CUPE ARTICLE 1503</u> It is agreed between the Parties that the applicability of the language in the former CUPE Klinic 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 date of ratification 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. <i>25.02 Employees shall earn vacation on the following basis:</i> • <i>First year of employment - three (3) weeks per year;</i> • <i>Second, third, fourth and fifth years of employment - four (4) weeks per year;</i> • <i>Sixth and seventh years of employment - five (5) weeks per year;</i> • <i>Eighth and subsequent years of employment - six (6) weeks per year.</i> This LOU is applicable to the following employees that were employed on the date of ratification (September 23, 2022):	
LOU #38	<i>Amend the LOU as follows and make any changes to employee list where required post ratification.</i> WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION APPLICABLE AT SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA <u>RE: VACATION ACCRUAL PER CUPE ARTICLE 1503</u> 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 date of ratification September 23, 2022.	

Article/LOU	Agreed to Language	Rationale
	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. <i>21.01 Employees shall earn vacation on the following basis:</i> • <u>First (1st) and second (2nd) years of employment</u> - one and one-fourth (1¼) days per month (three [3] weeks per year). • <u>Years three (3) through five (5) of employment</u> - one and two-thirds (1⅔) days per month (four [4] weeks per year). • <u>In the sixth (6th) year of employment</u> - one and two-thirds (1⅔) days per month plus one (1) day per year (twenty-one [21] days per year). • <u>In the seventh (7th) year of employment</u> - one and two-thirds (1⅔) days per month plus two (2) days per year (twenty-two [22] days per year). • <u>In the eighth (8th) year of employment</u> - one and two-thirds (1⅔) days per month plus three (3) days per year (twenty-three [23] days per year). • <u>In the ninth (9th) year of employment</u> - one and two-thirds (1⅔) days per month plus four (4) days per year (twenty-four [24] days per year). • <u>In the tenth (10th) through nineteenth (19th) years of employment</u> - two and one-twelfth (2¹/₁₂) days per month (five [5] weeks per year). • <u>In the twentieth (20th) and subsequent years of employment</u> - 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 the date of ratification (September 23, 2022):	
LOU #40	<i>Amend the LOU as follows and make any changes to employee list where required post ratification.</i> WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION APPLICABLE AT WRHA COMMUNITY FORMER MGEU 220 COLLECTIVE AGREEMENT ONLY <u>RE: ARTICLE 20 - SEVERANCE PAY</u> 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	

Article/LOU	Agreed to Language	Rationale
	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 date of ratification September 23, 2022: 20:01 <i>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 ⁸/₁₂) weeks of severance pay.</i> 20:02 <i>Where an employee in the employee’s ninth (9th) 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 (9th) year divided by twelve (12) months.</i> 20:03 <i>In addition to the severance pay set out in Section 20:01, employees who retire will also be eligible for the following severance pay:</i> (a) <i>For employees with twenty (20) or more years of accumulated service, an additional two (2) weeks’ pay;</i> (b) <i>For employees with twenty-five (25) or more years of accumulated service, two (2) weeks’ pay in addition to the amount in Subsection (a);</i> (c) <i>For employees with thirty (30) or more years of accumulated service, two (2) week’s pay in addition to the amount in Subsections (a) and (b);</i> (d) <i>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).</i>	

Article/LOU	Agreed to Language	Rationale
	20:04 <i>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.</i> 20:05 <i>Where an employee in the employee's ninth (9th) 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 (9th) year divided by twelve (12) months.</i> 20:06 <i>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.</i> 20:07 <i>Where an employee in the employee's first (1st) 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 (1st) year divided by twelve (12) months.</i> 20:08 <i>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.</i> 20:09 <i>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.</i> 20:10 <i>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.</i> 20:11 <i>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.</i>	

Article/LOU	Agreed to Language	Rationale
	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 the date of ratification (September 23, 2022).	
LOU #41	Delete <u>RE: POST RATIFICATION IMPLEMENTATION</u>	
LOU #42	Delete <u>RE: CASUAL SENIORITY</u>	
LOU #43	WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION SHARED HEALTH EMPLOYERS ORGANIZATION NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION <u>RE: NORTHERN TRAVEL BENEFIT</u> The Employer is aware of the Northern Residents Deductions: Travel in Designated Areas allowance provided by Revenue Canada and agrees to the following: Remoteness Allowance paid to employees shall be considered to be a “Northern Travel Benefit” as defined by the Canada Revenue Agency (CRA). This amount shall be reported as a taxable benefit on the employee’s T-4 slip. It shall be the responsibility of the employee to determine which portion (if any) of the amount reported on the T-4 slip, qualifies as an income tax deduction. 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.	

Article/LOU	Agreed to Language	Rationale
	3. The Employer will not incur any additional costs in implementing the Northern Residents Deductions: Travel in the Designated Areas Allowance.	
LOU #47	NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION SHARED HEALTH EMPLOYERS ORGANIZATION SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATIONS <u>RE: ARTICLE 102 (A) - WORK OF THE BARGAINING UNIT</u> 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 the date of ratification (September 23, 2022), shall be deemed to have received mutual agreement.	
LOU #48	APPLICABLE TO HSC SITE ONLY IN THE WCHREO SHEO FACILITY SUPPORT COLLECTIVE AGREEMENT <u>RE: CLASSIFICATION OF LEAD HAND</u> 5. For the classification of Lead Hand only and for those occasions addressed by Clauses 4. (a) and 4. (b) only, Article 1403 shall be amended as follows: <i>“1403 (a) All promotions and voluntary transfers are subject to a two (2) year trial period unless the Employer requests an extension of the trial period and the Union agrees. This request, stating specific reasons for the extension, 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.”</i>	

Article/LOU	Agreed to Language	Rationale
	(b) During this trial period, the promoted or transferred employee, upon written application, shall revert to their former classification or service, or may be returned to their former position by the Employer, without loss of benefits accrued prior to and during the trial promotion or transfer." <i>Renumber subsequent articles accordingly.</i> 8. 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, it may be presented to the appropriate Director. If the matter still remains unresolved, it may be presented to the Divisional Director the grievance procedure will apply.	
LOU #50	<i>Delete</i> WCHREO, SHEO, NHREO, SHREO <u>RE: MEMORANDA AND LETTERS OF UNDERSTANDING</u>	
LOU #54	<i>Pending the outcome of the Home Care Benefit Trust Committee.</i> <u>RE: EXPANSION OF INCOME PROTECTION BENEFITS FOR FULL-TIME AND PART-TIME HOME CARE DIRECT SERVICE STAFF</u> Note: Propose to add the income protection implementation LOU.	
LOU #55	<i>Delete</i> <u>RE: STATEMENT OF INTENT - SHIFT PREMIUMS</u>	
LOU #57	<i>Delete</i> <u>RE: LONG SERVICE STEP EXPANSION (20-YEAR STEP)</u>	
LOU #58	<i>Delete</i> <u>RE: HEALTH CARE AIDE SALARY SCALE TO STEP 6</u>	

Article/LOU	Agreed to Language	Rationale
LOU #59	<i>Delete</i> <u>RE: EMPLOYER STATEMENT OF INTENT - MARKET ADJUSTMENT AND WAGE STANDARDIZATION - MONETARY PROPOSAL</u>	
LOU #60	<i>Delete</i> <u>RE: PROVINCIAL MULTI-UNION REFERRALS FROM THE CUPE SUPPORT SECTOR TABLES</u>	
LOU #61	<i>Delete</i> <u>RE: SEVERANCE PAY</u>	
LOU #63	<i>Delete</i> <u>RE: SIGNING BONUS</u>	
LOU #65	<i>Amend any changes to employee list where required post ratification.</i> SHARED HEALTH EMPLOYERS ORGANIZATION 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 THE DATE OF RATIFICATION SEPTEMBER 23, 2024 ONLY <u>RE: ACADEMIC ALLOWANCE</u> 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 the date of ratification (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.	

Article/LOU	Agreed to Language	Rationale
	<u>Nuclear Electronics Staff:</u> Glenn Allan - Technologist 3 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 Ernie Packulak - Electronics Technologist 3 <u>Medical Devices Staff:</u> Chad Harris - Senior Design Technologist Christopher Sorin - Design Technologist	
LOU #66	<i>Delete</i> APPLICABLE TO ALL FORMER OEM TRADES UNITS ONLY <u>RE: ARTICLE 38 - UNIFORMS AND PROTECTIVE CLOTHING</u>	
LOU #67	APPLICABLE TO HSC, GRACE HOSPITAL AND DIAGNOSTIC SERVICES - SHARED HEALTH (Former CUPE DSM Labs) <u>RE: PART-TIME EMPLOYEES - ACCESS TO INCOME PROTECTION AND/OR BEREAVEMENT LEAVE ON ADDITIONAL AVAILABLE SHIFTS/HOURS</u> This LOU will cease to exist upon the ratification of a new Collective Agreement as of March 31, 2028.	
LOU #68	<i>Delete</i> <u>RE: MULTI-UNION RECOGNITION/RETENTION BONUS</u>	

Article/LOU	Agreed to Language	Rationale
LOU (New)	APPLICABLE TO SHARED HEALTH EMPLOYERS ORGANIZATION and WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATIONS DESIGNATED EMPLOYERS ONLY <u>RE: SECURITY - INSTITUTIONAL SAFETY OFFICER AND QUALIFIED PERSON SECURITY GUARD CLASSIFICATION</u> 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: <u>New Classifications</u> 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. <u>Salary Scales - New Classifications</u>	

Article/LOU	Agreed to Language								Rationale
	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	79,264.05	
	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								

Article/LOU	Agreed to Language	Rationale
	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. <u>Implementation Plan QP</u> 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. <u>Indigenous Representational Workforce</u> 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	

Article/LOU	Agreed to Language	Rationale
	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. <u>Standard Uniform</u> 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	

Article/LOU	Agreed to Language	Rationale
	• 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 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. <u>Legal Liability</u> 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 and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. 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: 1. The legal counsel must be entitled to practice law in the Province of Manitoba and in good standing with the Law Society of Manitoba; 2. The legal counsel must be qualified and competent to practice law in the area of criminal defense; 3. Reasonable legal fees and disbursements shall be reimbursed by the Employer upon receipt of legal documentation confirming that the employee was found not guilty with respect to the criminal charge(s);	

Article/LOU	Agreed to Language	Rationale
	4. 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.	
LOU (New)	NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION SHARED HEALTH EMPLOYERS ORGANIZATION SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATIONS <u>RE: GROUP SELF-SCHEDULING</u> <i>Not Applicable to Home Care DSS or Mental Health Proctors</i> 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	

Article/LOU	Agreed to Language	Rationale
	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	

Article/LOU	Agreed to Language	Rationale
	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.	

Article/LOU	Agreed to Language	Rationale
	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.	
LOU (New)	<u>RE: CONTRACTING OUT OF TRADES WORK</u> 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:	

Article/LOU	Agreed to Language	Rationale
	(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.	
LOU (New)	APPLICABLE TO NRHEO, SHEO, SHREO and WCHREO <u>RE: CLASSIFICATION REVIEW</u> 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	
LOU (New)	APPLICABLE TO SHREO AND WCHREO ONLY <u>RE: REVIEW FOR FEASIBILITY OF MENTAL HEALTH PROCTOR AND TB PROGRAM TO TRANSITION TO EFTS</u> WHEREAS the parties agree that a consistent, qualified, and available workforce is essential to the	

Article/LOU	Agreed to Language	Rationale
	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.	
LOU (New)	<u>RE: MULTI-UNION SUPPORT SECTOR JOINT MARKET ADJUSTMENT AND WAGE STANDARDIZATION COMMITTEE</u> 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. As collective bargaining with the other Support Sector bargaining agent is still ongoing, the PHLRS is not in a position to disclose the total combined monetary proposal for the Multi-Union Support Sector Joint Market Adjustment and Wage Standardization Committee.	

Article/LOU	Agreed to Language	Rationale
	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). 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. 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 MOU 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	

Article/LOU	Agreed to Language	Rationale
	the maintaining of wage standardization.	
LOU (New)	Applicable to NRHEO, SHEO, SHREO and WCHREO <u>RE: PROVINCIAL TRAVEL HEALTH CARE AIDE TEAM - “PTHT”</u> 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;	

Article/LOU	Agreed to Language	Rationale
	Within six (6) months, the committee shall have completed a Letter of Agreement detailing the terms and conditions for payments, transportation and expenses.	
LOU (New)	Applicable to NRHEO, SHEO, SHREO and WCHREO <u>RE: CANADA REVENUE AGENCY MILEAGE RATES WORKING GROUP</u> WHEREAS the parties recognize there are significant retention and recruitment challenges of Home Care Direct Service Staff within the provincial health system and as such, the parties agree that ongoing, focused effort on retaining and attracting Home Care Direct Service Staff is required; AND WHEREAS Home Care Direct Service Staff are required to have their vehicles to perform the duties of their classifications; NOW THEREFORE the parties agree as follows: 1. The parties agree to establish a joint working group to discuss the implementation of the Canada Revenue Agency mileage rates for Home Care Direct Service Staff. 2. The working group shall be made up of five (5) CUPE and five (5) Employer representatives, subject matter experts may be brought in to assist where required. 3. The first meeting of the joint working group shall occur within ninety (90) days of ratification; 4. The agreed to implementation plan will be completed and made effective no later than June 1, 2025.	
LOU (New)	<u>RE: ME TOO</u> Should the MGEU Health Care Community or Facility Support group within the Provincial Employers Organizations, negotiate greater General Wage Increase(s), shift premiums and/or Market Adjustment(s) through collective bargaining during their Central Table negotiations, which would be applicable to the 2024 - 2028 Collective Agreement, then the CUPE Community and Facility Support group shall receive the difference between each General Wage Increase(s) and/or Market Adjustment(s) on the same respective effective date(s) for their 2024 - 2028 Collective Agreement.	

Article/LOU	Agreed to Language	Rationale
	It is understood that Market Adjustment(s) do not include funding agreed to or allocated by the Market Adjustment or Wage Standardization fund.	
LOU #AWP-2 (New)	Applicable to NHREO, SHREO and WCHREO <u>RE: APPLICABILITY OF AVAILABLE WORK PERIOD LANGUAGE FOR HOME CARE DIRECT SERVICE STAFF</u> In conjunction with the LOU AWP-1 Elimination of the Available Work Period Trial Transition Committee, 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 <u>Application of the Available Work Period</u> 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.	

Article/LOU	Agreed to Language	Rationale
	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 <u>Shift Schedules and Operation</u> 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.	

Article/LOU	Agreed to Language	Rationale
	3413 <u>Downtime</u> (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.	

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