

COLLECTIVE AGREEMENT

-Between-

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

-and-

WRHA

Imaging Equipment Service Technologists

For the Period November 26, 2016 to March 31, 2018

THIS COLLECTIVE AGREEMENT

BETWEEN

THE MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS
(Herein called the "Association")

-and-

WRHA CORPORATE PROGRAMS
(Herein called the "Employer")

WHEREAS the Association is the certified bargaining agent for certain specified employees of the Employer; and

WHEREAS the Association and the Employer desire to promote the morale, well-being and security of those employees; and to ensure the continued availability of quality health care services; and

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

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

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ARTICLE 1: SCOPE AND APPLICATION OF AGREEMENT

- 101 The Employer recognizes the Association as the sole bargaining agent for employees in the bargaining units defined in the Manitoba Labour Board Certificate MLB # 7212 described as "All Imaging Equipment Service Technologists Employed at the Winnipeg Regional Health Authority in the Regional Clinical Engineering Program in the Province of Manitoba except those excluded by the Act .
- 102 If the Employer and the Association disagree as to whether a person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion within this Agreement, then either or both of them may refer the matter to the Manitoba Labour Board for a ruling.
- 103 If the Manitoba Labour Board rules that such person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion in this Agreement, then the Employer and the Association agree to meet forthwith to negotiate the classification and salary schedule for that employee, for inclusion in this Agreement. If the Employer and the Association are unable to reach an agreement on the classification and/or salary schedule, then either or both of them may refer the matter for Arbitration as provided for in the Grievance Procedure.
- 104 No employee shall enter into any separate agreement which conflicts with the provisions hereof.

ARTICLE 2: DEFINITIONS

Wherever used in this Agreement, the following words shall have the meaning hereinafter set forth.

Where the context so requires, masculine and feminine terms or singular and plural terms shall be considered inter-changeable:

- 201 APPROVED TRAINING means training as approved by the authorized parent society.

202 BASIC PAY, RATE or SALARY means the amount indicated in SCHEDULES "A" and "B" plus shift premiums for employees on permanent evenings and/or nights.

203 a) Probationary Employee - means an employee who has not completed six (6) months or five hundred and twenty (520) hours (whichever comes first) of continuous full-time or part-time employment. Until such time as an employee has completed her probation period, she may be subject to discharge for just cause without recourse to the grievance procedure. In the event that an employee is to be discharged during the probation period, written notice shall be served to the employee and the Association.

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

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

204 For identification purposes, shifts will be named as follows:

a) Day shift means a shift in which the major portion occurs between 0800 hours and 1600 hours.

b) Evening shift means a shift in which the major portion occurs between 1600 hours and 2400 hours.

c) Night shift means a shift in which the major portion occurs between 2400 hours and 0800 hours.

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

206 Transfer means a change by an employee from one position to another position with the same salary range.

207 Bi-weekly period means two (2) consecutive weeks constituting the regular pay period.

208 **Definition of Continuous Service/Length of Employment**

"Length of Employment" shall mean the period of time since an employee last became a full-time, part-time or temporary employee for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and "Length of Service" shall have a similar meaning. Conversion from full-time, part-time or temporary status to casual status shall be considered a break in service and no period of casual employment or prior full-time, part-time or temporary employment shall be included in an employee's length of employment or length of service even when a casual employee subsequently becomes a full-time, part-time or temporary employee."

209 Demotion means a change of employment from one classification to another classification with a lower maximum rate of pay within the bargaining unit.

210 Promotion means a change of employment from one classification to another classification with a higher maximum rate of pay within the bargaining unit.

ARTICLE 3: EMPLOYMENT STATUS

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

302 An employee means a person employed by the Employer in a position which is included in the bargaining unit.

- 303 Full-time Employee - means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 12 (Hours of Work). A full-time employee is covered by all provisions of this Agreement, unless otherwise specified.
- 304 Part-time Employee - means an employee who regularly works less than the hours of work as set out in Article 12 (Hours of Work) on a scheduled and recurring basis.
- 305 Casual Employee - means an employee who is called in occasionally by the Employer to:
- a) replace a full-time or part-time employee; or
 - b) to supplement regular staff coverage.
- 306 Temporary Employee - means an employee hired into a term position for a fixed period of time or until completion of a particular project or special assignment.

ARTICLE 4: TEMPORARY EMPLOYEE

401

- a) A temporary employee shall not be hired for a period greater than fifty- four (54) weeks unless mutually agreed by the Association and the Employer. (This provision shall not apply in situations where an employee is absent indefinitely due to illness, injury or WCB claim.) In these cases, the maximum duration of such leave and the maximum duration of the term of employment to replace that employee shall be twenty-four (24) months. Such employee is covered by the terms of this Agreement.

For situations related to WCB and/or illness and/or accident and/or Maternity/Parental Leave, Compassionate Care Leave or where there is a term vacancy due to leave for public office where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire upon the return of the current incumbent to his position, subject to a

minimum of forty-eight (48) hours' notice. Any term positions directly resulting from the above procedure will be posted in the same manner.

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

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

ARTICLE 5: CASUAL EMPLOYEE

501 Casual Employee means an employee as defined under Article 305.

The terms of this Collective Agreement shall not apply to casual employees except as provided below.

- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
- b) Casual employees shall be paid not less than the start rate.
- c) Casual employees shall be entitled to shift premium as outlined in Article 17 (Shift Premium and Weekend Premium).
- d) Casual employees required to work on a recognized holiday, including Remembrance Day, shall be paid at the rate of time and one half (1.5X) their basic rate of pay.
- e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 13 (Overtime).
- f) Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article respecting meal

periods and rest periods shall apply to casual employees.

- g) The Employer agrees to deduct Association dues from casual employees in accordance with Article 25 (Association Security). In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.
- h) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at her basic rate of pay and will be required to work.
- i) Casual employees placed on Standby shall be entitled to compensation in accordance with Article 14 (Standby and Callbacks).
- j) Articles 26 and 27 (Grievance Procedure and Arbitration Procedure) contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.
- k) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- l) Except as noted below, casual employees shall accrue seniority for hours worked only for the sole purpose of applying for a job posting relative to other casual employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.
- m) Casual employees shall receive increments on the basis of one (1) increment upon completion of the full-time equivalent hours, in accordance with Article 1201. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.

ARTICLE 6: PART-TIME EMPLOYEES

Part-time employee means an employee as defined under Article 304.

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

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

603 a) Unless otherwise mutually agreed between the Employer and the employee, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee, who is earning vacation at that same rate.

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

Part-time employees are not entitled to unpaid vacation days.

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

Hours Paid at Regular

$$\frac{\text{Rate of Pay}}{\text{Full-time hours}} \times \text{Entitlement of a Full-time Employee}$$

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

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

Such additional vacation pay shall at the option of the employee, be as follows;

- i) as additional vacation pay on any day not scheduled to work;
- ii) on an annual basis on a payday just prior to or subsequent to the end of the vacation year, dependent on Employer policies.

604 Part-time employees who make it known to the Employer, in writing, that they are willing to work occasional additional shifts shall be given preference for such shifts at their sites over casual employees, provided such written notice is provided prior to the shift being awarded to a casual employee. However, such shifts shall not be construed as a change of shift or a callback provided that the part-time employee has worked less than the hours of work outlined in Article 12.

Part time employees who are offered and decline extra available shifts, are not entitled to make any claim for that shift over other part time or casual employees to whom the shift was subsequently awarded to.

ARTICLE 7: OCCUPATIONAL CLASSIFICATIONS

701 All classifications included in this Collective Agreement are based on procedures, duties and responsibilities specified in the job description in effect at the time this Agreement was negotiated. The Employer reserves the right to assign duties and responsibilities and to alter job descriptions, but is required to negotiate the value of any material change in job content during the term of this Agreement.

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

(45) calendar days after the notification above or such classification and wage rate shall be considered approved and shall form part of the Agreement.

- b) Where the Association objects to the wage rate for a new or altered classification established by the Employer, as referenced in a) above, the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range within 30 days. Failing such agreement, the matter shall be referred to arbitration in accordance with Article 27 - Arbitration.
- c) Any dispute as to whether a classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.
- d) Where an employee believes that there has been a material or substantial change in her job content since she was last classified, she shall be entitled to request a review of her classification.
- e) The Employer will examine the duties of the employee, compare them with job description and give a decision as to the validity of the request.
- f) If the decision in (e) is not satisfactory to the employee, she may treat this request for change in classification as a grievance as defined in Article 26.
- g) A revision to an existing job description to reflect more accurately the job content of any classification shall not necessarily constitute evidence of a change in job content.

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

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

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

ARTICLE 8: MANAGEMENT RIGHTS

- 801 Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate and generally regulate its facility, affairs and functions.
- 802 The Employer agrees to exercise its management rights and to administer the terms of this Agreement in a consistent, equitable and non-discriminatory manner.

ARTICLE 9: SALARIES

- 901 Salaries shall be paid to each employee in accordance with Schedules "A" and "B" which are attached to and form part of this Agreement.
- 902 In implementing this Agreement, each employee shall be placed not lower than the same increment level and in the same classification to which she was entitled under the previous Agreement.
- 903 An employee's anniversary date for incremental purposes shall be the date on which she last commenced employment with the Employer, except as per Article 904.
- 904 Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence of four (4) weeks or less or an employee participating in a return to work program. An employee's anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

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

907 Equivalent gross annual rates shall be calculated as follows:

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

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

ARTICLE 10: SENIORITY

1001 Seniority shall be defined as the total accumulated regular hours paid from the last date the employee entered the bargaining unit. Seniority accumulated prior to the date of signing of this Agreement shall be retained. Effective Date of ratification, all members of the Bargaining Unit will have the seniority level as is currently reflected in the Employer's payroll system. These initial seniority numbers will not be altered by the Employer and will not be open to dispute.

1002 Seniority of an employee will continue to accrue during:

- a) any period of paid leave of absence or income protection;
- b) absence on Workers' Compensation for up to two (2) years;
- c) unpaid leave of absence of four (4) weeks or less;
- d) she is on any period of Maternal and/or Parental Leave;
- e) any period of approved unpaid leave of absence for Association purposes of up to one (1) year;
- f) any period of unpaid leave of absence due to injury or illness which may be compensable by D & R for a period of up to two (2) years from the date of the first absence from work related to the injury or illness.

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

- a) unpaid leave of absence of more than four (4) weeks;

- b) absence on Workers' Compensation benefits for more than two (2) years;
- c) educational leave in excess of two (2) years;
- d) layoff more than twenty-six (26) weeks

1004 Seniority will terminate if an employee:

- a) resigns or retires;
- b) is discharged and is not re-instated;
- c) is promoted or transferred to a permanent position outside of the bargaining unit and completes the trial period.

ARTICLE 11: VACANCIES, TERM POSITIONS, AND NEW POSITIONS

1101 Promotion means a change of employment from one classification to another classification with a higher maximum rate of pay within the bargaining unit.

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

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

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

1103 Seniority shall be considered as a factor in vacancy selection (including promotion and transfer) and if all other selection criteria are relatively equal, it shall be considered as the governing factor. Selection criteria shall be available to applicants on request.

- 1104 In a selection process where there are external applicants and the selection criteria are relatively equal amongst applicants, preference shall be given to employees presently in the employ of the Employer who have submitted a written application for the vacant, term or new position.
- 1105 An employee who applies for a posted vacancy and who is unsuccessful shall be, upon written request, given the reasons in writing as soon as reasonably possible.
- 1106 All promotions and voluntary transfers are subject to a three (3) month trial period, which may be extended up to an additional three (3) months if the Employer so requests and the Association agrees.
- 1107 During the trial period, if the employee proves to be unsatisfactory in the new position, or if she wishes to revert voluntarily, she shall be returned to her former position. All other employees so affected shall be returned to their former positions if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status and step on scale including any increments or general increases that occurred during that period.
- 1108 A full-time or part-time employee, not applicable to a temporary employee, who accepts a term position, will be returned to her former position at the completion of the term position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status and step on scale including any increments or general increases that occurred during that period.
- 1109 The Employer and the Association are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Association.

Where a need has been identified, the parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful

and reasonable to the point of undue hardship.

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

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

ARTICLE 12: HOURS OF WORK AND SHIFT SCHEDULES

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

a) 2015 annual hours

seven and three-quarter ($7 \frac{3}{4}$) consecutive hours per day, an average of seventy-seven and one-half ($77 \frac{1}{2}$) hours per bi-weekly period.

1202 Regular hours of work shall be deemed to:

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

1203 Shift schedules governing a period of two (2) weeks or more shall be posted not less than one month before the first day of the schedule.

- 1204 Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible.
- 1205 Any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.
- 1206 Whenever reasonably possible, days off shall be granted consecutively.
- 1207 If the Employer considers implementing a significant change to the normal work day, start and finish times, normal shift of work, normal work week, or normal rotation of shifts the Employer will attempt to obtain the agreement of a majority of affected employees at a meeting held to discuss and consider such changes. A properly designated representative of the Association shall be given seven (7) days' notice for an opportunity to attend this meeting and to express the Association's opinion in regard to any proposal of the Employer and to submit any alternate proposals for consideration. Failing implementation of the alternate proposals, a written explanation shall be sent to the Association. If after due consideration the Employer still plans to implement the change, the affected employees will be given at least sixty (60) days' notice. Notice time may be adjusted by mutual agreement between the Association and the Employer.
- 1208 Employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift.
- There shall be at least as great a number of day shifts assigned as there are evening or night shifts unless otherwise mutually agreed. This provision does not apply to employees who have agreed to work permanently on evening shift or night shift or who have accepted a position that has been posted as having a non-conforming shift pattern.
- 1209 Self-Scheduling and/or Flex-Time Provisions:
This Article shall not preclude the implementation of self-scheduling and/or flex-time by mutual agreement between the Association and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this agreement.

ARTICLE 13: OVERTIME

- 1301 Overtime shall mean any authorized time worked in excess of regular hours established under Article 12 (Hours of Work and Shift Schedules).
- 1302 The Employer shall designate the manner in which overtime is to be authorized.
- 1303 An employee shall not be required to alter her scheduled hours of work to offset any overtime worked.
- 1304 There will be no payment for occasional overtime of less than fifteen (15) minutes in one day.
- 1305 Overtime rates shall be:
- a) one and one-half times ($1 \frac{1}{2} X$) for the first three (3) hours of authorized overtime in any one day
 - b) two times (2X) the basic rate of pay for authorized overtime in excess of three (3) hours in any one day
 - c) two times (2X) the basic rate of pay during the second of two consecutive shifts;
 - d) two and one-half times ($2 \frac{1}{2} X$) the basic rate on a general holiday;
- 1306 Article 1305 c) will be interpreted on the following basis:
- a) Two consecutive shifts shall be deemed to occur when staff work to the regular stop time of the second shift and where:
 - i) The two shifts overlap (stop time and start time) by seventy-five (75) minutes or less;
 - ii) The two shifts are continuous (no overlap or gap); or,
 - iii) The two shifts have a gap (between end time and start time) of forty-five (45) minutes or less.

- b) For periods of overlap, staff shall not get the period of overlap paid twice. The rate of payment for the period of overlap shall be calculated based on time worked as part of the regularly scheduled shift. For clarification Article 1216 does not have application related to this Agreement.
- c) The parties have agreed that the ability to work the entirety of the additional shift as well as the rate of pay/overtime attributable to the additional shift are relevant factors for consideration by management when distributing additional available shifts.

1307 If mutually agreed upon, an employee may be granted paid time off equivalent to and in lieu of the overtime payment to which she would otherwise be entitled.

1308 An employee performing overtime for a period in excess of three (3) hours shall be granted five dollars (\$5.00) for a meal

1309 No employee shall be required to work overtime against his wishes when other employees who are capable and qualified to perform the duties are willing and available to perform the required work.

1310 In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which regular meal/rest periods shall occur.

1311 Telephone Consultation(s)

When an employee is consulted by telephone outside of her regular working hours and is authorized to handle bona fide work related matters without returning to the work place, the following shall apply:

- a) An employee who has not completed her regular daily or biweekly hours of work shall be paid at her basic rate of pay for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at her basic

rate of pay for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultation(s) extending beyond fifteen (15) minutes shall be compensated at the next higher fifteen (15) minute interval.

- b) An employee who has completed her regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the higher fifteen (15) minute interval.
- c) For purposes of calculation as per a) and b) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
- d) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.

ARTICLE 14: STANDBY AND CALLBACKS

- 1401 Standby is that time duly authorized by the Employer during which an employee is required to be available to return to work without undue delay.
- 1402 An employee designated by the Employer to be on standby shall be paid an allowance of one (1) hour basic pay for each twenty-four (24) hour period, or a pro rata payment for any portion thereof.
- 1403 An employee returning to work on a callback outside of her scheduled working hours shall be paid at overtime rates.

- 1404 An employee other than an employee who is required by the Employer to use a personal motor vehicle as a condition of employment, who is required to return to work on a callback or otherwise travel locally on behalf of the Employer shall be reimbursed for return taxi fare, or reimbursed in accordance with the Province of Manitoba mileage rates for use of a personal motor vehicle, subject to a minimum mileage payment of four dollars (\$4.00) return.
- 1405 a) A callback is defined as a callback to return to work received by an employee during the period between completion of regularly scheduled hours of work and subsequent starting time. A callback shall be calculated from the time the employee arrives at a workplace until she leaves the workplace.
- b) When an employee returning on a callback who is on route and the callback is cancelled, that employee shall be paid for not less than one (1) hour at straight time rates.
- 1406 The Employer shall provide suitable parking facilities for employees who are required to return to work the work site on a callback.

ARTICLE 15: EMERGENCY/DISASTER

- 1501 a) In any emergency or disaster (a sudden generally unexpected occurrence or set of circumstances that overwhelms the Employer's available resources and causes a major impact requiring immediate action) declared by the CEO/COO or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement. Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Association, and/or by means of the grievance procedure if necessary, except that the provisions of Article 13 shall apply to overtime hours worked.
- b) The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Association and, to this

end, participation of all employees is encouraged. Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 13.

ARTICLE 16: TRAVEL EXPENSES

- 1601 An employee other than an employee who is required by the Employer to use a personal motor vehicle as a condition of employment, who is required to return to work on a callback or otherwise travel locally on behalf of the Employer shall be reimbursed for return taxi fare, or reimbursed in accordance with the Province of Manitoba mileage rates for use of a personal motor vehicle, subject to a minimum mileage payment of \$4.00 return.

ARTICLE 17: SHIFT PREMIUM AND WEEKEND PREMIUM

- 1701 a) An employee scheduled and required to work any hours between 1600 hours and the next succeeding 2400 hours, as part of her regular shift, shall be paid an evening shift premium of one dollar (\$1.00) [one dollars (\$1.00)]
- b) An employee scheduled and required to work a shift where the majority of the hours between 2400 hours and 0600 hours, shall be paid a night shift premium of one dollar and ninety cents (\$1.90)
- c) Notwithstanding the above, where a shift includes hours within both the evening and night shifts, shift premiums shall be paid on the basis of hours worked within that shift.
- 1702 A weekend premium of one dollar and fifty cents (\$1.50) per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

ARTICLE 18: ANNUAL VACATION

- 1801 Annual vacations shall be earned during the period between April 1st and March 31st. Notwithstanding the dates of the vacation year, vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.
- 1802 The whole of the calendar year shall be available for vacations to be taken; however, vacation earned in any vacation year is to be taken the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- 1803 Terminal vacation pay shall be calculated in accordance with 1804 and shall be based on the employee's rate of pay on the date of termination.
- 1804 Employees shall be entitled to paid vacation, calculated on the basis of vacation earned at the following rates:
- Fifteen (15) working days per year commencing in first (1st) year of employment
 - Twenty (20) working days per year commencing in fourth (4th) year of employment
 - Twenty-five (25) working days per year commencing in eleventh (11th) year of employment
 - Thirty (30) working days per year commencing in twenty-first (21st) year of employment
- Vacation entitlement for the vacation year following completion of the third (3rd), tenth (10th) and twentieth (20th) years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.
- 1805 An additional five days' vacation will be granted to an employee in the year of her twentieth (20th) anniversary of her employment and every consecutive five (5) years until termination of her employment. Such days shall be prorated for a PT employee. Such additional vacation

shall be taken in the vacation year during which the anniversary will occur.

- 1806 An employee who has not completed one (1) year's continuous employment as at March 31st shall be granted a pro-rata vacation.
- 1807 The Employer shall post vacation entitlements not later than February 1st each year, and allow employees to express their preference before March 1st.
- 1808 The Employer will post an approved vacation schedule not later than March 31st, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.
- Approved vacations will not be re-scheduled except on application by the employee and insofar as such change does not affect departmental operations or disrupt any other employee's scheduled vacation.
- 1809 Annual vacation will not be reduced as a result of a paid leave of absence, or unpaid leave of absence of four (4) weeks or less.
- 1810 Employees on Workers' Compensation (WCB) will continue to accrue paid vacation for a period of one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury or illness.
- 1811 Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion, as long as adequate notice is given to accommodate scheduling. Carry over of these three (3) retained vacation days will be allowed subject to a written request being received by the appropriate manager sixty (60) days prior to the end of the current vacation year. Such days shall be paid out if not taken by the end of the vacation year to which they were carried over.

ARTICLE 19: INCOME PROTECTION

1901 An employee who is absent due to illness or injury which is not eligible for compensation by either the Workers' Compensation Board subject to 1912 a) or by Manitoba Public Insurance (MPI) as a result of a motor vehicle accident subject to 1912 b), shall be paid her regular basic salary to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by Manitoba Public Insurance (MPI).

1902 A full-time employee shall accumulate income protection credits at the rate of one and one-quarter ($1\frac{1}{4}$) days per month.

Of each day and a quarter ($1\frac{1}{4}$) of income protection credits earned, one (1) day* shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining one quarter of a day ($\frac{1}{4}$)* shall be reserved for either the employee's use or for use in the event of family illness as specified in 1905. 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" (1) to read "three quarters of a day" ($\frac{3}{4}$) and amend "one quarter of a day" ($\frac{1}{4}$) to read "one half of a day" ($\frac{1}{2}$).
- Eighty (80%) percent of the balance will be reserved for the employee's personal use.
- Twenty (20%) percent of the balance will be reserved for either the employee's personal use or for use in the event of family leave in accordance with 1905.

1903 The Employer agrees to recognize income protection credits accumulated prior to the signing of this Agreement.

1904 Income protection will continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks or less. For unpaid

leaves of absence that exceed four (4) weeks, income protection credits shall be retained but shall not accrue for that period of time that exceeds four (4) weeks.

1905 Subject to the provisions of Article 1902, an employee may use income protection for the purpose of providing care in the event of an illness of a spouse, child, parent.

1906 An employee who will be absent due to illness or injury shall inform her supervisor or designate prior to commencement of her/his next scheduled shift(s).

An employee will give notice as specified below or as soon as reasonably possible.

Prior to day shift one and one half (1 ½) hours

Prior to evening shift three (3) hours

Prior to night shift three (3) hours

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

1907 The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform her normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than three (3) days.

1908 Upon sufficient notification to the Employer, and providing such time off does not unduly disrupt the departmental operations, employees shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, or other recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated income protection to the nearest one-quarter (1/4) hour. When non local resources are utilized, a

maximum of one (1) day may be claimed from income protection.

- 1909 Where an employee qualifies for sick leave involving hospitalization or bereavement leave for immediate family only (spouse/common law spouse, child or parent; does not include step-children, spouse/common law spouse's parents or grandparents), during his period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, provided proof of hospitalization is given
- 1910 The Employer will provide each employee with a statement of accumulated income protection credits upon request.
- 1911 Part-time employees shall accumulate income protection credits on a pro rata basis.
- 1912 a) An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.

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

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

have elapsed since the first day of supplement, whichever is less.

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

- b) i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to Manitoba Public Insurance (MPI). Failure to do so shall disentitle her from income protection benefits. It is expressly understood that an employee may not receive compensation from both Income Protection and from MPI.
- ii) Subject to b i), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions.
- iii) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 2 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan Contributions (CPP) and Employment Insurance (EI) contributions.
- iv) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed the lesser of:
 - A) The total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period; or,

- B) Seventy percent (70%) of the value of the employee's accumulated income protection credits.
- iv) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.
 - v) In the event that MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
 - vi) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- c) i) Subject to "b)", an employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the MPI payments.
- ii) The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Article 202 of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
- iii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated

income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.

- iv) If at any time it is decided by Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by Manitoba Public Insurance, then such payment shall not be payable.
- v) An employee who is in receipt of MPI benefits shall continue to accrue seniority, income protection and vacation to the extent that they have accrued income protection credits or for one hundred and nineteen (119) days which-ever is less.

1913 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of one (1) year.

1914 It is understood that the elimination period for the Disability & Rehabilitation Plan is one hundred and nineteen (119) days. An employee may claim income protection benefits for a period of time not to exceed this elimination period providing they have sufficient income protection credits.

1917 Income protection cannot be claimed for any additional shift that was picked up at overtime rates.

Note* This Article refers to anyone working beyond a 1.0 EFT.

- 1918 For informational purposes only, the Employer agrees to provide the Association with a copy of any current policies regarding income protection utilization within thirty (30) days. The Employer further agrees to provide the Association with copies of any subsequent amendments to the policy within thirty (30) days.

ARTICLE 20: BEREAVEMENT AND COMPASSIONATE LEAVE

- 2001 An employee who is, or will be absent on bereavement/compassionate leave shall notify her supervisor at the earliest possible opportunity.
- 2002 Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of the death of a spouse, child, parent, step-parent, sibling, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé and any other relative who resides in the same household. Unless other arrangements have been made, such days may be taken only in the period which extends from the date of notification of death up to and including the day following funeral proceedings.
- One (1) bereavement leave day may be retained for use in the case where actual interment or cremation is at a later date.
- 2003 Where travel in excess of two hundred (200) km. (one way travel) is required, bereavement leave, in accordance with 2002, shall be extended by up to two (2) additional working days when required.
- 2004 a) Necessary time off up to one (1) day without loss of pay shall be granted an employee to attend a funeral as a pallbearer.
- b) Subject to operational requirements, every reasonable effort shall be made to grant leave of absence without loss of pay of up to one (1) day to an employee to attend a funeral as a mourner.
- 2005 Compassionate leave for purposes other than death, such as serious personal loss due to fire, flood, or theft, may be granted at the Employer's discretion.

ARTICLE 21: GENERAL HOLIDAYS

- 2101 A day off with pay shall be granted to every full-time employee on or for each of the following general holidays:

New Year's Day	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day July 1	Boxing Day

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

- 2102 An employee scheduled and required to work on any General Holiday shall be paid one and one-half ($1 \frac{1}{2} \times$) times her basic rate for regular daily hours. In addition a full-time employee shall be granted a compensating paid day of rest within thirty (30) days before or after the holiday. If a compensating day is offered to, but by mutual agreement, not taken by an employee, then that employee shall receive an additional day's pay at the basic rate in lieu thereof.

- 2103 A General Holiday which occurs while an employee is receiving income protection benefits will be paid as a holiday, and not deducted from accumulated credits.

ARTICLE 22: RESPONSIBILITY PAY

- 2201 An employee temporarily assigned to perform substantial duties and responsibilities of a higher salary classification for at least one (1) entire shift shall be paid a rate in the higher salary range which is at least five percent (5%) higher than the regular basic salary to which she would otherwise be entitled.

ARTICLE 23: LEAVE OF ABSENCE

2301 Except in emergencies, all requests for unpaid leave of absence shall be made in writing, stating the reasons and the expected duration of the leave, and submitted to the Employer at least four (4) weeks in advance. Such requests will be considered on their individual merits, but shall not be unreasonably denied.

2302 Except under extenuating circumstances, failure to return to duty as scheduled following a leave of absence, without authorization, will be deemed to constitute a voluntary resignation.

2303 a) An employee required to attend a court proceeding, other than a court proceeding occasioned by the employee's private affairs where they are a party to that proceeding, shall receive leave of absence at her regular basic rate of pay, and remit to the employer any jury or witness fees received, only for those days she was normally scheduled to work. The employee shall not request reimbursement for, or be required to remit any reimbursement of expenses for such duty.

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

b) All time spent subpoenaed as a witness on a work related matter shall be considered time worked and overtime rates shall apply as per Article 13.

2304 An employee shall be entitled to necessary time off to attend Citizenship Court to become a Canadian Citizen.

2305 Upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in a federal, provincial or municipal election. An employee who is elected to public office shall be granted

leave of absence without pay for the term of her office.

- 2306 Seniority and benefits shall continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks duration or less.
- 2307 Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.
- 2308 Employees will pay the Employer's and employee's share of Group Health, Dental, Group Life and D&R when on any period of unpaid LOA.

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

It is understood this does not negate Article 2805.

- 2308 An employee's anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.
- 2309 An employee on any leave of absence up to six months covered by this Collective Agreement shall have the right to return to her former classification. The Employer shall make every reasonable effort to assure that the employee returns to her former position.
- 2310 Consistent with the operational needs of the Department, every effort will be made to accommodate reasonable requests for part-time leave of absence. A part-time leave shall mean a leave of absence which is granted to an employee which results in her being absent from work for a portion of her normal schedule, on a regular recurring basis over a defined period of time.

Career Development

- a) The Employer and the Association mutually recognize that additional and continuing education of employees is desirable as a means of enhancing patient care and improving the effectiveness of employee performance.
- b) Leave of absence with or without pay may be granted for educational programs approved by the Employer subject to the following conditions:
 - i) Leave with salary may, at the discretion of the Employer, be granted to employees who apply for leave to take an educational course recognized by the Employer, in order to perform current or anticipated duties more effectively.
 - ii) Application shall be made in writing to the Employer, including a description of the course or courses to be taken; and the duration of leave applied for, subject to the terms of this Article.
 - iii) Educational leave of over one (1) year, is subject to annual review.
- c) If the Employer requires attendance at any meeting, conference, workshop, seminar, course or program, the employee shall be granted necessary paid leave of absence and reimbursed for all reasonable expenses related thereto.
- d) Where an employee is required to prepare presentations on behalf of the Employer for any conference, workshop or seminar, all pre-authorized time spent by the employee on preparing such presentations shall be considered to be time worked.

2312 The Employer may grant military leave to an employee to fulfill her obligations in the Reserves, subject to the provisions of Article 2301 and 2302.

2313 Compassionate Care Leave

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- c) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - A) the day the certificate is issued; or
 - B) if the leave was begun before the certificate was issued, the day the leave began; and
 - ii) The family member requires the care or support of one or more family members.

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

- e) A family member for the purposes of this Article shall be defined as:
 - i) a spouse or common-law partner of the employee;
 - ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - iii) a parent of the employee or a spouse or common-law partner of the parent;
 - iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
 - v) a current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - vi) a current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
 - vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
 - viii) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- f) Unless otherwise mutually agreed an employee may end her/his compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Any additional available shifts resulting from compassionate care leave being granted shall be subject to forty-eight (48) hours' notice of cancellation.
- g) Seniority shall accrue as per Article 1003 a).
- h) Subject to the provisions of Article 1902 the employee may apply to utilize income protection credits to cover part or all of the two (2) weeks Employment Insurance waiting period.

- i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as out-lined in Article 2002.

ARTICLE 24: PARENTAL LEAVE

2401 **Parenting Leave**

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoptive Leave. This article shall also apply to same sex relationships.

2402 **Maternity Leave**

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

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

Plan A:

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

- a) Have completed six (6) continuous months of employment with the Employer.
- b) Submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

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

- a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 2402(01) c), or
- b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 2402(01) c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.

(03) a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period. These ten (10) days shall be pro-rated for part-time employees based on their equivalent to full-time status.

- b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

(04) Sections 52 through 59.1 (2) inclusive of the Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

Parental Leave

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

- a) be the natural mother of a child; or

- b) be the natural father of a child or must assume actual care and custody of his new-born child; or
- c) adopt a child under the law of the province.

(06) An employee who qualifies under 2402(11) must:

- a) have completed six (6) continuous months of employment; and
- b) Except in the case of Adoption Leave, in accordance with 2402 (11) c), submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- c) In the case of Adoption Leave in accordance with 2402(11) c), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.

(07) An employee who qualifies in accordance with 2402(11) and 2402(12) is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave exceeding fifty-four (54) consecutive weeks.

Where Maternity and/or Parental Leave exceeds seventeen (17) weeks, the employee may elect to carry over to the next vacation year, any remaining current annual vacation and their vacation accrual date, to a maximum of 10 vacation days, prorated for part-time employees. The balance of the current annual vacation not carried over will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of the commencement of leave in accordance with Article 1801 will be retained and will be available to be

taken in the following vacation year.

(08) Subject to 2402(15), Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.

(09) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

2403 Partner Leave

An employee shall be entitled to three (3) day's leave of absence with pay within seven (7) days of the birth or adoption of the child.

This clause shall also apply to same sex relationships.

2404 An employee may end maternity or parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks before the day the employee wants to end the leave.

2405 A full time or part time permanent employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with accrued service accumulated up to the time of resignation for the purpose of long service, vacation entitlement benefits and wage scale increments as defined in this agreement.

The following conditions shall apply:

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

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

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

ARTICLE 25: ASSOCIATION SECURITY

- 2501 A copy of this Collective Agreement shall be provided by the Association to each employee bound by the Agreement. The cost of printing shall be shared equally by the Employer and the Association. The Association will provide sufficient copies for Employer administration needs.
- 2502 All employees who are Association members in good standing or who may subsequently become Association members in good standing, shall as a condition of employment maintain Association membership during the life of this Agreement. All employees who are not Association members shall not be required to become members as a condition of employment. All new employees hired shall as a condition of employment, become Association members within ninety (90) days from the date of employment and shall as a condition of employment, remain Association members in good standing during the life of this Agreement. During the thirty (30) day interval immediately preceding the renewal date of this Agreement, any member may make application to the Association requesting termination of her membership.
- 2503
- a) When meeting with the Employers to conduct joint negotiations, a maximum of one (1) employees will be entitled to leave of absence
 - b) Prior to the commencement of negotiations, the Association shall supply the Employer(s) with a list of employee representatives for negotiations.
 - c) Subject to the mutual agreement of the parties, the total number of employees referred to above may be altered, provided any additional employees are on wage recovery. In such cases, the Association

shall reimburse the Employer for all related costs.

- 2504 The Employer agrees to deduct the current Association dues from the pay of each employee in the bargaining unit.
- 2505 The Employer agrees to deduct once annually the amount of any special general assessment made by the Association.
- 2506 Such dues shall be forwarded by the Employer to the Association within thirty (30) days after the end of each month, together with a list of all employees from whom the deductions were made and details of all changes from the proceeding month's deduction listing. If available, appropriate electronic copies of said information shall also be sent to the Association office. The Employer may, at its discretion, choose to remit dues to the Association via an electronic funds transfer method.
- 2507 The Association shall hold the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.
- 2508 The Association shall notify the Employer in writing as to the amount(s) of current Association dues, and such dues shall not be changed without one (1) month's prior notice, or more than twice in any calendar year.
- 2509 The Association agrees to provide the Employer with a current list of officers and authorized representatives once annually.
- 2510 The Employer agrees to provide bulletin board space for use by the Association in each department where members of the bargaining unit are employed. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Association agrees to comply with this request.
- 2511 The Employer shall record on the statement of earnings (T4) of each employee the amount of dues deducted from her pay and remitted to the Association.

2512 A representative of the Association will be granted up to thirty (30) minutes to familiarize a new employee with the Association and this Agreement during the period of orientation. A representative of Management may choose to be present during such time.

2513 Association Leave:

a) Subject to at least two (2) or more week's written notice of request and subject to the employers' operational requirements, and no additional cost to the Employer, leave of absence without loss of salary or benefits shall be granted to association representatives for the purpose of attendance at Association meetings or seminars. It is understood that the Association will reimburse the Employer for salary, benefits and all related costs.

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

c) Applicable to the MAHCP President position only:

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

2514 The Employer will provide the Association with a seniority list within thirty (30) days of the last pay period in October, including the following information about employees in the bargaining unit: name, *home address, classification, employment status (i.e. full-time, part-time, or casual), salary rate, date of employment and anniversary date. The employee's address shall be excepted only when an employee has expressly instructed the Employer in writing that personal information should not be disclosed to any third party. The Association will have forty-five (45) days in which to bring any alleged error to the attention of the Employer. The Employer will correct any errors so found. Electronic

copies of said information shall be sent to the Association office.

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

* See Memorandum of Understanding re: Article 2515

ARTICLE 26: GRIEVANCE PROCEDURE

- 2601 Should a dispute arise between the Employer and an employee or the Association concerning the interpretation, application or alleged violation of this Agreement.
- 2602 The employee and her supervisor shall first attempt to resolve the dispute by means of discussion.
- 2603 Within fourteen (14) days after the incident giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the Department Head or his designate.
- 2604 Within seven (7) days after the grievance has been filed, the Department Head or his designate shall investigate the matter and reply.
- 2605 Within twenty-eight (28) days after the incident became apparent, the unresolved grievance shall be submitted to the Divisional Director, Human Resources or designate.
- 2606 If the grievance is not resolved within thirty-five (35) days after the incident became apparent, it may be submitted for binding arbitration under Article 27 within the next ensuing fourteen (14) days.
- 2607 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified

above may be extended by the mutual agreement of the parties as confirmed in writing.

- 2608 An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably have become aware of it under actual or reasonable circumstances.
- 2609 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Association and the Employer.
- 2610 Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.
- 2611 An employee may elect to be accompanied or represented by an Association representative at any stage of the Grievance/Arbitration procedure, or in any matter relating to this Collective Agreement.
- 2612 Every effort will be exerted by the Employer and the Association to resolve grievances expeditiously. The parties shall consider all grievances on their individual merits.
- 2613 Nothing in this Agreement shall preclude settlement of a grievance by written mutual agreement between the Employer and the Association in any manner whatsoever, or voluntary written extension of stipulated time limits.
- 2614 Civil Liability Indemnification
- a) If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, except in instances of gross negligence then:

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

ARTICLE 27: ARBITRATION PROCEDURE

- 2701 If mutual agreement is not reached by both parties to choose a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration the Employer and the Association shall nominate their respective appointees to a three (3) person Arbitration Board.
- 2702 Within fourteen (14) days, the appointees shall agree to a third member to act as Chairperson of the Arbitration Board.
- 2703 If either party fails to nominate their appointee, or if they fail to agree to a

chairperson, the Minister of Labour shall be requested to make such appointment.

2704 The finding of the sole arbitrator, a majority of arbitrators, or the chairperson in the absence of a majority, shall be conclusive and binding upon all parties affected, but no such finding or award shall be inconsistent with the terms of this Agreement. If necessary, the arbitrator(s) may be requested to clarify the terms of such award.

2705 Each party shall be responsible for the costs of its nominee, and the costs of the sole arbitrator or chairperson shall be shared equally by the Employer and the Association.

ARTICLE 28: SAFETY HEALTH AND WELFARE

2801 The Employer shall provide and maintain necessary safety and protective clothing or equipment where required and install safety devices where necessary. All such items remain the property of the Employer, and when no longer required must be returned by the employee.

2802 In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation, providing established workplace procedures and policies have been followed.

2804 Medicare Premiums

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

2805 Disability & Rehabilitation Plan

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

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

- b) Where an employee has been away from work due to illness for four consecutive weeks the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Union are willing to assist the employee with completion of the documentation/application should the employee request.
- c) Subject to compliance with 2805 b), in the event;
 - i) an employee does not have sufficient accrued income protection to cover the 119 calendar day elimination period, or
 - ii) the employee's D&R application has not been approved by the end of the elimination period,

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

2806 Pension Plan

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

- 2807 The parties to this Collective Agreement endorse the importance of a safe and secure environment, in which employees must work. The parties will work together in recognizing and resolving Occupational Health and Safety issues. In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety equipment where required and install safety devices where necessary.

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

- 2808 Health examinations required by the Employer shall be provided by the Employer and shall be at the expense of the Employer.

- 2809 A Health Spending Account will be provided in accordance with the terms and conditions of the HEB Manitoba plan.

- 2810 Where an employee cannot arrive as scheduled at the Worksite due to whiteout/blizzard conditions as declared by Environment Canada or due to road closures as declared by police agencies or Manitoba Infrastructure and Transportation, the employee may be rescheduled if the employer determines that alternate work is available and that it can

be rescheduled during the following two (2) consecutive bi-weekly pay periods. Where the rescheduling of such alternate work cannot be accommodated or the employee chooses not to be rescheduled, she/he may take the time from banked time which includes banked overtime, General Holidays or vacation.

- 2811 Employees who are unable to leave the workplace due to road closures, as declared by the Manitoba Infrastructure and Transportation, shall be provided an area to rest.

- 2812 The Employer and the Association are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Association.

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

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

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

- 2813 Upon application, each employee on the Workplace Safety & Health Committee shall be granted paid educational leave in accordance with the Workplace Safety & Health Act Section 44 (1).

- 2814 Rehabilitation and Return to Work (RTW) Program

The Employer agrees to actively participate and facilitate the

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

ARTICLE 29: PRE-RETIREMENT LEAVE

- 2901 A full-time employee who retires at or after age fifty-five (55) with ten (10) or more years of service, or at any time due to permanent disability or where the sum of the employee's years of age and length of continuous employment total eighty (80) or more ("Magic 80"), shall be granted four (4) days of paid pre-retirement leave per year of service or portion thereof.

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

- 2902 Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rata portion of pre-retirement leave based on their actual hours worked as compared to those of a full-time employee.
- 2903 Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total length of continuous employment as at the

date of retirement.

- 2904 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date is reached.

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

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

- 2905 Where an employee is entitled to pre-retirement leave in accordance with this article, and the employee dies prior to receiving this benefit, the benefit shall be paid to her/his estate.

2906 Buyback of Pension

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

ARTICLE 30: DISCIPLINE AND DISCHARGE

- 3001 No employee shall be disciplined or discharged without just cause.

- 3002 In all instances where the Employer considers that an employee warrants disciplinary action other than a verbal warning, the employee shall be given advance notice of the nature of the concern.

The employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless he is a danger to himself or others, and to be represented at such a meeting by an Association representative, unless he refuses such representation.

- 3003 An employee shall be notified in writing of the reasons for her discipline or dismissal. A copy shall be forwarded to the Association Representative unless the employee elects otherwise.
- 3004 Employees shall be shown any adverse report concerning her performance or conduct, and her comments or reply shall also be recorded in her personnel file. Upon request, she shall be given copies of such documents. If she regards the report to be inaccurate, she may also initiate a grievance requesting its correction or removal from her file.
- 3005 An employee who considers herself to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 26 (Grievance Procedure).
- 3006 An employee may examine her personnel file upon request. Only one such file shall be maintained. Upon request, an employee shall be given a copy of any document placed in her personnel file.
- 3007 The Employer agrees not to introduce as evidence any derogatory entry from the employee's file at any hearing unless the employee has previously been made aware of its contents at the time of filing or a reasonable time thereafter.

ARTICLE 31: JOB SECURITY

- 3101 a) In the event of a layoff, employees other than probationary and temporary employees shall receive notice or pay in lieu of such as follows:
- i) two (2) weeks' notice for layoff of up to eight (8) weeks;
 - ii) for a layoff of eight (8) or more weeks, notice would be based on one week per year of service, with a minimum of two (2) weeks' notice and a maximum of eight (8) weeks.
- b) A lay-off shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.

- 3102 When a layoff becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification, subject only to more senior employees being qualified, competent and willing to perform the required work.
- 3103 In the event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent.
- 3104 An employee whose position is being deleted in accordance with Article 3103, or who is being laid off in accordance with Article 3102 will be entitled to exercise seniority rights, subject to her being qualified, competent and willing to perform the required work, to displace a less senior employee in an equal or lower occupational classification. Any employee thus displaced shall be entitled to a like exercise of seniority rights, with the employee or employees who are finally displaced by the exercise of this subsection being considered laid off, and subject to recall as outlined below.
- 3105 An employee who is demoted due to a reason other than unsatisfactory performance shall continue to be paid her current basic salary until the rate for the classification to which she was demoted exceeds her current rate. The application of this provision as it relates to the layoff/recall procedure shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches her level of salary, whichever occurs first.
- 3106 An employee who exercises her seniority rights shall be entitled to a six (6) week or two hundred and forty (240) (whichever is greater) familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, she shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.

- 3107 To qualify for recall, it shall be the responsibility of the employee to keep the Employer informed in writing of her current address and phone number.
- 3108 Employees on layoff are to be recalled in order of seniority to available positions in equal or lower paid occupational classifications, subject to their being qualified and competent to perform the required work. Such right to recall shall be exercised before a new employee is hired or any other less senior employee is hired into such position.
- 3109 Such recall shall be made by registered mail, and shall provide for two (2) weeks' notice to report back to work. The employee is required to contact the Employer within one (1) week of such notice, confirming her intention to return to work as scheduled. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated.
- 3110 An employee recalled to work in a different department, or different classification from which she was laid off shall have the right to return to the position she held prior to the layoff should it become vacant within one year of being called back and such vacancy shall not be subject to the job posting procedure.
- 3111 Technological change shall mean the introduction by the Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:

- a) The Employer shall notify the Association at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry

out, disclosing all foreseeable effects and repercussions on employees.

- b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- c) If the Association and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

3112 An employee who is displaced from her job as a result of technological change shall be given an opportunity to fill any vacancy for which she has seniority and for which she has competency and the qualifications to perform. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with the layoff procedures specified in this Agreement.

- 3113
- a) If the Employer sub-contracts work or introduces technological change which results in the displacement of a number of employees, the Employer shall guarantee alternate employment to all employees. Where the alternative employment is of a lower paying classification, the employee shall continue to receive the salary of the higher paid classification until the salary of the lower paid classification passes that of the higher classification. The application of this provision shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches her level of salary whichever occurs first.
 - b) Any employee with less than three (3) years of employment to whom the Employer cannot offer alternative employment shall receive severance pay on the basis of one (1) week per year of service.

3114 Supervisors and other employees of the Employer whose positions are not classified within the bargaining unit shall not work on a regular and recurring basis on duties and responsibilities which have been determined as being solely within the bargaining unit except in the case of education or emergency or where there is mutual agreement between the parties to do so.

3115 Notwithstanding Article 604, employees laid off, or who have had their work reduced in accordance with Article 3101, and who have made their availability for additional available shifts known to the Employer in writing, shall be given preference for such shifts, over part-time and casual employees, up to their EFT prior to layoff or reduction of hours, provided they are qualified, competent and willing to perform the required work.

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

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

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

- a) Vacation pay shall be calculated in accordance with Article 1804, and shall be paid at the prevailing rate for the classification, at the employee's step on scale prior to layoff, on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay;
- b) Income protection accumulation shall be calculated as follows:

Additional available hours	Entitlement of a
<u>Worked by the laid off employee</u>	X full-time employee

Full-time hours

- c) In the event that the layoff is longer than twenty-six (26) weeks, seniority will be calculated in accordance with regular hours worked;
- d) The Employee shall be paid four point six two percent (4.62%) 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 cheque;
- e) Participation in benefit plans is subject to the provisions of each plan;
- f) Any period of time during a layoff when the employee works additional available shifts or works in a term position shall not extend the five (5) year period referenced in Article 10. However, an employee on layoff who is recalled into a term position shall retain her right to be recalled into a permanent position while working in the term position.

3116 The Employer agrees to notify the Association in advance, of all matters which significantly affect the security of employment or major working conditions of members of the bargaining unit.

3117 Secondment is a temporary transfer of an employee(s) from one Employer to another Employer, the terms of which shall be negotiated with the Association.

ARTICLE 32: NON-DISCRIMINATION

3201 The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba.

3202 The Employer and the Association agree that no form of sexual harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Association.

3203 No form of employee abuse will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them as soon as possible. Any employee who believes a situation may become or has become abusive shall report this to the immediate supervisor. The Employer shall notify the Association as soon as possible after receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction for the parties. Situations involving abuse shall be treated in a confidential manner by the Employer, the Association and the employee(s).

ARTICLE 33: PERFORMANCE APPRAISALS

3301 When performance appraisals are conducted, the following guidelines shall apply:

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

3302 If the employee regards the report or evaluation to be inaccurate, unfair or unreasonable, she may also initiate a grievance requesting its correction or removal from her file.

ARTICLE 34: NOTICE OF TERMINATION

- 3401 Employment may be terminated voluntarily by an employee, by giving at least four (4) weeks' notice in writing exclusive of any vacation due.
- 3402 Employment may be terminated with less notice or without notice:
- a) by mutual agreement between the Employer and the employee;
 - b) during the employee's probationary period;
 - c) where an employee is discharged for just cause.

ARTICLE 35: COMMITTEES

- 3501 The Employer will maintain an Employee/Management Advisory Committee with equal representation from management and employees. This Committee shall meet at the request of either party, for the purpose of discussing matters of concern to either party. The parties shall co-chair this committee and shall chair alternate meetings.
- 3502 This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect within the Facility.
- 3503 The parties agree to utilize the existing Employee / Management Advisory Committee to discuss, review and make recommendations relative but not limited to:
- Staff recruitment and retention,
 - Training, retraining and continuing education,
 - Program Management,
 - Efficiency of equipment utilization,
 - Program delivery and new program implementation,
 - Ongoing communications,
 - Professional practice issues,
 - Job enrichment,
 - Orientation,
 - Workplace security,

Unresolved issues relating to workload, staffing or shift schedule.

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

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

ARTICLE 36: JOB SHARING

3601 When a position is posted, two (2) employees may apply to share that position. The decision to allow two (2) employees to split a position rests solely with the Employer who will consider the needs of the area.

- a) Both employees shall be granted part-time employment status, and shall earn benefits as provided for in the Collective Agreement.
- b) In the event that one (1) of the employees sharing the position is absent, e.g. sick leave, vacation, leave of absence, etc. the other employee sharing the position may be required to assume those shifts.
- c) In the event that one (1) of the employees sharing the position resigns, and the Employer's decision is to allow this position to remain a job share position, the position will be posted with the following wording noted on the job posting:

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

- d) Providing there is another employee willing to share the position, the remaining employee will be maintained in the shared position.
- e) If the Employer's decision is to no longer allow this position to remain as a job sharing position, or if no employee is willing to share the position with the remaining employee, the posted position will be offered to the remaining employee.
- f) The remaining employee will then be offered any part-time position for which she is qualified, that is currently vacant and if none is available, she shall be dealt with in accordance with Article 31.


ARTICLE 37: TERM OF AGREEMENT

- 3701 This agreement and all its provisions shall be effective November 26, 2016 except as otherwise provided.
- 3702 This Agreement shall be in full force and effect until March 31, 2018 and thereafter until a revised Collective Agreement is executed or this Agreement is terminated by two (2) weeks written notice by either party.
- 3703 This Agreement may be amended during its term by mutual agreement.
- 3704 Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date hereof.
- 3705 If notice is not given under Article 3704 within thirty (30) days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one (1) year.

Signed this 18th day of May, 2018



FOR THE EMPLOYER



FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #1

Between

**THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS**

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: EMPLOYMENT SECURITY

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

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

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

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

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

1. It will be incumbent upon the Employer to notify the Association, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of employees covered by the provisions of this Collective Agreement.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Association, no later than twenty (20) days after the above.
3. The Employer and the Association agree to meet to develop the process for the planned reductions within five (5) days after the above.

4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, the Employer will make every possible effort to reassign the employee(s) affected to an equivalent position within the facility/region. The Layoff and Recall provisions of the Collective Agreement will apply where reassignment is not possible.
6. In the event of #5 above occurring or in the event of the closure of a facility/region, and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of employees.
7. The Employer will also co-operate with other facilities/regions, with the Provincial Health Labour Relations Services and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

MEMORANDUM OF UNDERSTANDING #2

Between

**THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS**

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: TRANSFER OF SERVICE/MERGERS/AMALGAMATION/CONSOLIDATION

Applicable where there is a transfer of service, merger, amalgamation or consolidation and where mobility does not apply and where both the sending and receiving sites are participants at the MAHCP Central table negotiations.

.....

WHEREAS the way services are provided by the Employer may change as a result of continuing health reform initiatives;

AND WHEREAS the above initiatives may impact upon the employment security of employees covered by this Agreement;

AND WHEREAS the Employer and the Association desire to assist employees who may be directly impacted by such initiatives;

IT IS THEREFORE AGREED THAT:

- (i) The Employer will provide all relevant information to the Association in a timely manner as it becomes available.
- (ii) The Employer and the Association will meet to discuss matters of mutual concern and agree to make every effort to examine all possible options, including, but not limited to, redeployment issues.
- (iii) For the purpose of application of Article 31 should the Employer:
 - a) merge or amalgamate with another service provider; or
 - b) centralize or consolidate with another service provider; or

- c) transfer or combine any of its operations or functions to another service provider; or
 - d) take over any of the functions of another service provide.
- it will not be considered contracting out or sub-contracting out.
- (iv) During the period of notice given under the Employment Security Memorandum of Under-standing, employees potentially affected by the impending alteration of service will be entitled to portability of benefits between the employers identified as signatories to this Memorandum of Understanding. Should the receiving employer not be signatory to this Memorandum of Under-standing, the receiving employer will be encouraged to honour a like portability of benefits.

For employees who have been successful in obtaining a position at a facility who is a signator to this Memorandum of Understanding, the following shall be portable:

1. Accumulated income protection benefits/sick leave credits recognized by the last employer shall be credited by the new Employer.
2. Length of employment applicable to rate at which vacation is earned shall be recognized by the new Employer.
3. Length of employment for purpose of qualifying to join benefit plans, e.g. two (2) year pension requirement.
4. Salary treatment:
 - a) if the range is identical, then placed step-on-step;
 - b) if the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of porting.
5. Length of employment applicable to pre-retirement leave shall be recognized by the new Employer.
6. Upon hire of an employee, the receiving Employer agrees to confirm in writing to the employee all benefits which were ported from the sending Employer.
7. Benefits superior to those provided by the new Collective Agreement shall not be portable.
8. Hours of service since the last increment is not portable for purpose of calculating next increment if applicable.
9. Salary and vacation earned to date to be paid out by sending Employer.

10. Banked time including overtime bank, stat bank, to be paid out by sending Employer.
11. Seniority.

APPLICATION:

IT IS AGREED THAT:

- I) When it is known that programs or services will be transferred, consolidated, merged, or amalgamated, the Employers shall determine the number of staff required by classification.
- II) Qualified employees within the transferring program or service will be given the opportunity to move with the program on the basis of seniority.
- III) If more staff wish to move than are required for the program or service, staff from the sending Employer(s) will be selected on the basis of seniority in effect at the sending Employer's on the date of the notice being completed.
- IV) If there is insufficient staff volunteering to move, the receiving Employer(s) will fill the remaining vacancies by postings or recall provisions.
- V) Employees who transfer in accordance with this memorandum, retain seniority, service and other portable benefits if applicable or in accordance with the Memorandum of Understanding on Re-deployment Principles, and will be treated in all respects as if they had always been employees of the receiving Employer.
- VI) The receiving Employer will provide an orientation for the transferred employee of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.

MEMORANDUM OF UNDERSTANDING #3

Between

**THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS**

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: PROVINCIAL HEALTH CARE LABOUR ADJUSTMENT

This Letter of Agreement confirms that the above-named parties have ratified the Memorandum of Understanding on Redeployment Principles which is appended to and forms part of this Letter of Agreement. (Refer to MOU #15 Redeployment Principles)

MEMORANDUM OF UNDERSTANDING #5

Between

**THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS**

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: GRIEVANCE INVESTIGATION PROCESS

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

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

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

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

Part 1 GENERAL

1. It is understood that this process and the appointment of the Grievance Investigator is to continue concurrent with the Collective Agreement. The Collective Agreement is for the period April 1, 2014 to the date of ratification of a new collective agreement, and subject to the Term of the Agreement.
2. The Grievance Investigator shall be an individual jointly approved by the MAHCP and representatives of the employer (Provincial Health Labour Relations Services). The terms of appointment of the Grievance Investigator shall be set out in a separate document between the MAHCP, the PHLRS and the Grievance Investigator.

3. It is recognized that Grievance Investigation is a mandatory process and either party may submit the grievance to grievance Investigation.

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

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

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

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

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

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

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

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

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

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

7. The parties shall jointly prepare guidelines to assist the Grievance Investigator in meeting the expectations of the parties. These guidelines may be amended from time to time during the collective agreement as circumstances warrant and as mutually agreed. The parties shall meet on

a province wide basis through staff representatives of the MAHCP and the PHLRS at the request of either of these two bodies, but not less frequently than every six months to review the operation and utilization of the Grievance Investigation Process.

8. Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during or after its referral to the Grievance Investigation Process.
9. It is expressly understood that the Grievance Investigation Process is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

Part 2 SUBMISSION OF GRIEVANCE

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

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

Part 3 HEARINGS

1. Hearings will normally be held on the premises of the facility where the grievance originated from, however, the Investigator may, with the consent of both parties, choose a more appropriate location in such instances as

where several grievances originating from different locations can be heard at the same hearing.

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

Part 4 GUIDELINES FOR GRIEVANCE INVESTIGATOR

1. The Grievance Investigator shall be expected to accept the role for the life of the collective agreement.
2. While appointed the Grievance Investigator may not act on behalf of one of the parties either as counsel or nominee at conventional arbitration. He may serve as sole arbitrator or chairman of an arbitration board hearing a dispute involving one or both of the parties except in the case of a dispute which has previously been referred to him in his capacity as Grievance Investigator.
3. While it is not expected to be as detailed as an arbitrator's award, the parties do expect the written opinion to be a concise statement of the reasoning followed in reaching his conclusions. A detailed review of the positions of

the parties or arbitral jurisprudence is not expected nor is any recounting of non germane fact or argument. The opinion should contain sufficient information to assist the parties in preventing similar future disputes.

4. The parties shall each pay for their own costs associated with referring and processing a grievance through the Grievance Investigation Process except that the parties shall jointly and equally share the fees and expenses of the Grievance Investigator.
5. The Grievance Investigator is empowered to consider any grievable matter put to him by the parties including a question of whether or not an issue is grievable.
6. The opinion of the Grievance Investigator is expected to be an informed estimate of the likelihood of the grievance being sustained or denied in the event of its being referred to arbitration.
7. The Grievance Investigator will be provided with any documentation which might provide assistance to him carrying out his role.

MEMORANDUM OF UNDERSTANDING #7

Between

THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: PORTABILITY

The following provisions do not apply to transfers governed by the provisions of the Memorandum of Understanding on Staff Mobility within the nine (9) facilities of the former WHA (WRHA) System.

1. An employee of an Employer in Manitoba who participates at MAHCP Central Table negotiations, who is awarded a position with another Employer in Manitoba who participates at MAHCP Central Table negotiations, and who commences employment with her/his new Employer within six (6) weeks of termination of employment from her/his former Employer, will be entitled to portability of benefits as specified hereinafter:
 - a) accumulated income protection benefits;
 - b) length of employment applicable to rate at which vacation is earned;
 - c) length of employment applicable to pre-retirement leave;
 - d) length of employment applicable for qualification for the Magic 80 pension provisions;
 - e) length of employment applicable to next increment date;
 - f) continuation of all Benefit Plans;
 - g) seniority credits (in accordance with receiving Collective Agreement).

MEMORANDUM OF UNDERSTANDING #10

Between

**THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS**

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: ARTICLE 2515

WHEREAS The Freedom of Information and Protection Privacy Act ("FIPPA") became applicable to the Employer during the life of the Collective Agreement that expires March 31, 2003;

AND WHEREAS the Employer believes that the current and past practice of providing home addresses to the Association is now subject to FIPPA and requires compliance with that legislation;

AND WHEREAS the Association wishes to have the past and current practice regarding provision of home addresses to continue in order to administer the Collective Agreement and represent its members;

NOW THEREFORE the parties agree that forthwith upon the ratification of the Collective Agreement, the Association shall sign a letter in the form attached to this Memorandum of Understanding.

LETTER:

Pursuant to the Memoranda of Agreement CONFIRM TYPE OF AGREEMENT dated DATE OF AGREEMENT and the applicable collective agreement between the NAME OF UNION (the "ABBREVIATED NAME") and the [Employer], the [Employer] is to provide the ABBREVIATED NAME with a list which includes each employee's bargaining unit, classification, work location and home address at the time of remission of union dues.

The list to be provided contains personal information as defined under The

Freedom of Information and Protection of Privacy Act ("FIPPA"), which came into force subsequent to the date on which the Memoranda of Agreement were signed. We believe that the disclosure provisions of FIPPA apply to the provision of home addresses pursuant to the Memoranda and the collective agreement. In order to meet our obligations under the Memoranda and the collective agreements, we are requesting the ABBREVIATED NAME's cooperation in complying with the following conditions in accordance with sections 46(6)c) and (d) of FIPPA:

1. The personal information may only be used for the purpose of communicating with the ABBREVIATED NAME's members;
2. The ABBREVIATED NAME shall have in place reasonable administrative physical safeguards to ensure the confidentiality and security of the personal information.
3. When disposing or storing the lists, the ABBREVIATED NAME shall take care that they are transported, stored or destroyed in a secure manner.
4. The duplicate copy of this letter acknowledging that the ABBREVIATED NAME shall comply with these measures shall be signed and returned to the undersigned.

We look forward to your reply,

Yours truly,

NAME OF ACCESS AND PRIVACY OFFICER
Access and Privacy Officer

The UNION NAME acknowledges that it will comply with the terms and conditions set out above.

DATE: _____

UNION NAME
Per:

MEMORANDUM OF UNDERSTANDING #14

Between

**THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS**

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

**Breast Health Centre
CancerCare Manitoba
Community Therapy Services
Concordia Hospital
Corporate Programs - WRHA
Deer Lodge Centre - WRHA
Diagnostic Services of Manitoba
Health Sciences Centre - WRHA
Misericordia Health Centre
Northern Regional Health Authority (NEW)
Pharmacy Program - WRHA
Rehabilitation Centre for Children
St. Boniface Hospital
Seven Oaks General Hospital
Victoria General Hospital – WRHA**

(hereinafter referred to as “the Employers”)

RE: ORGANIZATIONAL CHANGES – IMPACT ON THE BARGAINING UNIT

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

- (a) a process for advising members of the change including content and timing;
- (b) the process by which the change will be implemented including a labour adjustment strategy where the number of bargaining unit members will be

affected;

- (c) a process by which the Employer and the Association will communicate throughout the change including a point of contact for each party; and,
- (d) an opportunity for the Association to recommend modifications to the change(s).

MEMORANDUM OF UNDERSTANDING #15

Between

**THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS**

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: REDEPLOYMENT PRINCIPLES

1. PURPOSE:

- 1.1 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.2 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.
- 1.3 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.4 This Letter of Understanding governs the move-ment of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned unions and employers.
- 1.5 For the purposes of this Letter of Understanding "receiving agreement(s)" shall mean the Collective Agreement applicable to the

certified bargaining unit which is the recipient of transferred positions/ employees. Conversely, the "sending agree-ment(s)" shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.

- 1.6 All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.
- 1.7 "Central Redeployment List" means a list of employees who have been laid-off from a participating employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.
- 1.8 Manitoba Council of Health Care Unions (MCHCU) will be provided with a copy of the Central Redeployment List, with an updated list provided on a continuing basis.
- 1.9 "Provincial Health Care Labour Adjustment Committee" (hereinafter referred to as the "Committee") refers to the committee established by an agreement commencing January 20, 1993 between The Government of Canada, The Government of Manitoba, Manitoba Health Organizations Inc., and Manitoba Council of Health Care Unions.

2. SENIORITY:

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

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

3. **TRIAL PERIOD:**

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

4. **NEW AND VACANT POSITIONS:**

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

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

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

The following provisions shall apply in filling the vacancy:

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

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

5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:

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

are available.

6. PORTABILITY OF BENEFITS:

The following benefits are portable:

- 6.1 Accumulated income protection benefits/sick leave credits.
- 6.2 Length of employment applicable to rate at which vacation is earned.
- 6.3 Length of employment applicable to pre-retirement leave. NOTE: The Winnipeg Regional Health Authority - Deer Lodge Centre Site limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.4 Length of employment for the purposes of qualifying to join benefit plans, e.g., two (2) year pension requirement.
- 6.5 Benefits - An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
- 6.6 Salary Treatments -
 - a) If range is identical, then placed step-on-step;
 - b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.

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

- 6.7 Upon hire of an employee from the Central Redeployment List, the

receiving employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending employer under this Letter of Understanding.

7. OTHER CONDITIONS:

- 7.1 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.
- 7.2 Salary and vacation earned to date to be paid out by sending employer.
- 7.3 Banked time including overtime bank, stat bank, to be paid out by sending employer.

8. TRAINING:

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

9. ADMISSION OF NEW MEMBERS:

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

10. ACCEPTANCE OF LETTER OF UNDERSTANDING:

- 10.1 Signatories to this Letter of Understanding agree to accept this letter without amendment. Any subsequent amendment to the Letter of Understanding shall only be implemented if approved pursuant to Article 16.

11. DURATION

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

12. AMENDMENTS:

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

13. APPEAL PANEL:

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

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

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

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING #16

Between

**THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS**

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: REPRESENTATIVE WORKFORCE

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

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

MEMORANDUM OF UNDERSTANDING #17

Between

**THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS**

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: INCREASE OF EFT

Notwithstanding Article 10 the EFT of a part-time employee may be increased in accordance with the following process:

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

- a) Requests to permanently increase EFT's shall be made in writing by part-time employees at a date determined by the Employer. The employees shall indicate the maximum EFT to which they wish to increase.
- b) An employee may increase her/his EFT up to a 1.0 EFT.
- c) In considering requests, the Employer in consultation with the Association shall consider such factors as current EFTs, shift assignments, shift schedules, the department/program(s) needs and the requirements of Article 12. If the requests by employees within a department/program exceed the availability within that department/program as determined by the Employer, the Employer shall offer in order of seniority. The final determination shall be made no later than sixty (60) days after receipt of all written requests as outlined in (a).
- d) A part-time employee shall not be permitted to increase her/his EFT while other employees are on layoff from that department/program unless such laid off employees have been recalled or have declined recall.

- e) Where any request to change EFT has been approved, the Employer shall issue a letter to the employee confirming the employee's new EFT in accordance with this Collective Agreement along with an effective date.
- f) Copies of all requests and responses to requests to adjust EFT shall be provided to the Association.
- g) Any changes to shift patterns as a result of changing EFT's shall be done in accordance with the provisions of Article 12 and any pre-approved vacation will be honoured in the new schedule unless otherwise mutually agreed between the Employer and the employee.
- h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Understanding including, without limitation, the right to post vacant positions.

For the duration of this Collective Agreement, the Employer and the Association shall meet on or before May 31st annually to determine if they wish to repeat the EFT adjustment process in the following year. There must be mutual agreement to repeat this process.

MEMORANDUM OF UNDERSTANDING #18

Between

THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: OVERPAYMENTS

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

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

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

Employee Benefit Forms / Under Deduction

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

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

An under deduction shall not be deemed an overpayment.

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

MEMORANDUM OF UNDERSTANDING #20

Between

**THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS**

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: HEALTH SYSTEM SUSTAINABILITY

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

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

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

AND WHEREAS the MAHCP recognizes the role that their members play in supporting the responsible use of healthcare resources, and as such will advocate for and support their members in meeting professional obligations to patients, clients and the healthcare system as a whole;

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING #26

Between

**THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS**

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: GENERAL HOLIDAYS

It is agreed that if during the life of the current collective agreement, normal hours of operation are extended to include Christmas and/or New Year's Day the parties shall meet to discuss scheduling.

COLLECTIVE AGREEMENT

Between

**THE WINNIPEG REGIONAL HEALTH AUTHORITY – CORPORATE
PROGRAMS**

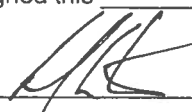
And

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

This document shall serve as the master signature page for the MOU's included as part of this Collective Agreement and as listed below.

November 26, 2016 to March 31, 2018

Signed this 18th day of May, 2018



FOR THE EMPLOYER



FOR THE ASSOCIATION

Memoranda of Understanding

Employment Security #1

Transfer of Service/Mergers/Amalgamation/Consolidation #2

Provincial Health Care Labour Adjustment #3

Grievance Investigation Process #5

Portability #7

Regarding Article #10

Organizational Changes Impact on the Bargaining Unit #13

Redeployment Principles #15

Representative Workforce #16

Increase EFT #17

Overpayments #18

Health System Sustainability #20

General Holidays #26

SCHEDULE "A"

Effective: April 1, 2016

General Increase 0.0%

Occupational Group	Employer Classification	Annual Hours	Start	6 month	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20
CLINICAL	Imaging Equipment Technologist	2015	Hourly	29,138	30,740	32,342	33,943	35,544			36,255
			Monthly	4,892.76	5,161.76	5,430.76	5,699.60	5,968.43			6,087.82
		Annual		58,713.07	61,941.10	65,169.13	68,395.15	71,621.16			73,053.83
CLINICAL	Senior Imaging Equipment Service	2015	Hourly	31,215		32,690	34,242	35,871	36,446	37,015	37,563
			Monthly	5,241.52		5,489.20	5,749.80	6,023.34	6,119.89	6,215.44	6,307.45
		Annual		62,898.23		65,870.35	68,997.63	72,280.07	73,438.69	74,585.23	75,689.45
ENGINEERING	Technologist	2015	Hourly	31,215		32,690	34,242	35,871	36,446	37,015	37,563
			Monthly	5,241.52		5,489.20	5,749.80	6,023.34	6,119.89	6,215.44	6,307.45
		Annual		62,898.23		65,870.35	68,997.63	72,280.07	73,438.69	74,585.23	75,689.45

Effective: April 1, 2017

General Increase 2.0%

Occupational Group	Employer Classification	Annual Hours	Start	6 month	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20
CLINICAL	Imaging Equipment Technologist	2015	Hourly	29,721	31,355	32,989	34,622	36,255			36,980
			Monthly	4,950.65	5,255.03	5,539.40	5,813.61	6,087.82			6,209.56
		Annual		59,887.82	63,160.33	66,472.84	69,763.33	73,053.83			74,514.70
CLINICAL	Senior Imaging Equipment Service	2015	Hourly	31,839		33,344	34,927	36,588	37,175	37,755	38,314
			Monthly	5,346.30		5,599.01	5,864.83	6,143.74	6,242.30	6,339.69	6,433.56
		Annual		64,155.59		67,188.16	70,377.91	73,724.82	74,907.63	76,076.33	77,202.71
ENGINEERING	Technologist	2015	Hourly	31,839		33,344	34,927	36,588	37,175	37,755	38,314
			Monthly	5,346.30		5,599.01	5,864.83	6,143.74	6,242.30	6,339.69	6,433.56
		Annual		64,155.59		67,188.16	70,377.91	73,724.82	74,907.63	76,076.33	77,202.71

APPENDIX "C"

HOURS OF WORK

Amendments are to be made to line up with existing classifications and hours of work in each Employer Collective Agreement.

**Manitoba Association of Health
Professionals**

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