# Collective Agreement

between

# WRHA Language Access Interpreters

and

# Manitoba Government and General Employees' Union

Local 382

April 1, 2012 to March 31, 2017

## **Table of Contents**

Preamble	1
Article 1	Definitions1
Article 2	Scope of Application of Agreement2
Article 3	Duration3
Article 4	Salaries4
Article 5	Merit Increment4
Article 6	Management Rights5
Article 7	Discrimination5
Article 8	Disciplinary Action6
Article 9	Employee Files7
Article 10	Hours of Work7
Article 11	Overtime8
Article 12	Recognized Holidays9
Article 13	Vacation Pay9
Article 14	Shift Premiums9
Article 15	Workers Compensation10
Article 16	Union Business
Article 17	Union Security12
Article 18	Right of Stewards13
Article 19	Grievance Procedure
Article 20	Grievance Arbitration Procedure16
Article 21	Technological Change
Article 22	Safety and Health
Article 23	Transportation
Article 24	Orientation/Training/Meetings18
Article 25	Court Leave
Article 26	Job Descriptions

Article 27	Pension Plan	19
Article 28	Performance Appraisal	19
Article 29	Resignations	20
Article 30	Computer Access	20
Article 33	Rehabilitation, Return to Work and Accommodation	20
Memorand	um of Agreement	22
	Third Party Work	
Memorand	um of Agreement	23
	Interpreter Service Delivery within the Legal Sector	
Salary Sche	edule	24
-	etive April 1, 2012	
Effec	ctive April 1, 2013	
Effec	etive April 1, 2014 (2.5%)	
Effec	etive April 1, 2015 (2.5%)	
Effec	etive April 1, 2016 (2.0%)	

<sup>\*</sup>All changes appear in **bold**.

# Alphabetical Table of Contents

Preamble	1
Article 30	Computer Access
Article 25	Court Leave
Article 1	Definitions1
Article 8	Disciplinary Action6
Article 7	Discrimination5
Article 3	Duration3
Article 9	Employee Files7
Article 20	Grievance Arbitration Procedure
Article 19	Grievance Procedure
Article 10	Hours of Work7
Article 26	Job Descriptions
Article 6	Management Rights5
Article 5	Merit Increment4
Article 24	Orientation/Training/Meetings
Article 11	Overtime
Article 27	Pension Plan
Article 28	Performance Appraisal
Article 12	Recognized Holidays9
Article 33	Rehabilitation, Return to Work and Accommodation20
Article 29	Resignations
Article 18	Right of Stewards
Article 22	Safety and Health18
Article 4	Salaries4
Article 2	Scope of Application of Agreement2
Article 14	Shift Premiums9
Article 21	Technological Change
Article 23	Transportation18

Article 16	Union Business	11
Article 17	Union Security	12
Article 13	Vacation Pay	9
Article 15	Workers Compensation	10
	lum of Agreement Third Party Work	22
Memorand	dum of Agreement	23
Re:	Interpreter Service Delivery within the Legal Sector	
Salary Scho	edule	24
Effec	ctive April 1, 2012	
Effec	ctive April 1, 2013	
Effec	ctive April 1, 2014 (2.5%)	
Effec	ctive April 1, 2015 (2.5%)	
Effec	ctive April 1, 2016 (2.0%)	

<sup>\*</sup>All changes appear in **bold**.

This Agreement made this 18 day of July , 2014

#### between

#### WRHA Language Access Interpreters

(hereinafter referred to as the "Employer")

of the first part

and

## Manitoba Government and General Employees' Union

(hereinafter referred to as the "Union")

of the second part.

#### **Preamble**

For the purpose of promoting cooperation and understanding between the Employer and its employees affected hereby, and to recognize the mutual value of joint discussions and negotiations with respect to compensation for employees, including the establishment of pay ranges for new classes of employees and the adjustment from time to time of pay ranges for existing classes of employees and working conditions of employees, the parties hereto agree as follows:

#### Article 1 Definitions

For the purposes of this Agreement, the following terms shall have the meaning indicated herein or as mentioned elsewhere in the Agreement.

- "Authorized Overtime" shall mean overtime authorized by the Employer and where the term "Overtime" is used in this Agreement, it shall mean "Authorized Overtime".
- 1:02 "Union" shall mean the Manitoba Government and General Employees' Union.

- 1:03 Wherever the singular and the feminine are used in this Agreement, the same shall be constructed as meaning the plural or the masculine where the context so admits or requires and the converse shall hold as applicable.
- 1:04 An employee is a person employed by the Employer and covered by this Agreement.

#### Article 2 Scope of Application of Agreement

- 2:01 The Employer recognizes the Union as the sole bargaining agent for employees in the bargaining units defined in the Manitoba Labour Board Certificate No. MLB-6821 or subsequent amendments thereto.
- 2:02 If the Employer and the Union 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.
- 2:03 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 Union agree to meet forthwith to negotiate the classification and salary schedule for that employee, for inclusion in this Agreement. If the Employer and the Union 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.
- 2:04 No employee shall enter into any separate agreement which conflicts with the provisions hereof.
- 2:05 This Agreement shall apply to all employees employed in the **WRHA** (Language Access) in the classification listed in the Salary Schedule which is attached to and forms part of this Agreement.

#### Article 3 Duration

- 3:01 This Agreement and all its provisions shall be effective **April 1, 2012**.
- 3:02 (a) This Agreement shall be in full force and effect until March 31, 2017 and thereafter should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.
  - (b) It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work, or slowdown and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 19.
  - (c) The Union agrees to give the Employer at least one (1) week's (seven [7] days) written notice as to the intended time and date of strike action.
  - (d) The Employer agrees to give the Union at least one (1) week's (seven [7] days) written notice as to the intended time and date of lockout.
- 3:03 (a) The Agreement may be amended during its term by mutual agreement.
  - (b) Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
  - (c) If notice is not given under Article 3:03 (b), 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.

3:04 All applicable retroactive wage and benefit adjustments shall be processed as soon as possible following ratification of the settlement by both parties. The anticipated timelines for processing of retroactive pay will be communicated to all current employees in an appropriate format.

Former employees are eligible for an applicable retroactive pay provided that they apply in writing within ninety (90) days after the ratification date.

#### Article 4 Salaries

- **4:01** Salaries shall be quoted in terms of gross hourly rates and equivalent gross annual rates.
- 4:02 An employee shall be entitled to payment of all wages, vacation pay and other benefits within five (5) working days after termination or death.
- 4:03 Upon discovery of a payroll error, the employee/Employer is responsible to report such error in pay to the Employer/employee as soon as possible but in no event more than thirty (30) days after the error occurred.
- 4:04 Where there is money owing to the employee in excess of one (1) day (seven and one-half [7½] hours) of regular pay, the employee shall, upon request, be paid by supplemental pay or manual cheque as soon as possible within the seven (7) calendar days following the day the error was reported. Errors in pay made as a result of inaccurate or incomplete information from/by the employee will be processed on the following pay.

#### Article 5 Merit Increment

5:01 Employees shall receive increments (calculated from the date of her last increment, or her starting date as the case may be), on the basis of one (1) increment for each 1,000 hours worked or one (1) year's service, whichever

occurs later. In the case of the increment being given on the basis of 1,000 hours worked, it shall be applied to the pay period next following of completion 1,000 hours worked.

## Article 6 Management Rights

- 6:01 Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate, and generally regulate its sites, affairs and functions.
- 6:02 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 7 Discrimination

- 7:01 It is agreed that there shall be no discrimination against any employee by the Employer or the Union based on:
  - Ancestry, including colour and perceived race;
  - Ethnic background or origin;
  - Age;
  - Nationality or national origin;
  - Political belief, association or activity;
  - Religion or creed;
  - Sex, including pregnancy;
  - Marital status or family status;
  - Sexual orientation/gender identification;
  - Physical or mental disability;
  - Place of residence;
  - Membership or non-membership or activity in the Union;

except as may be allowed under the Manitoba Human Rights Code.

- 7:02 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 to their immediate supervisor as soon as possible.
- 7:03 The Employer and the Union agree that no form of 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 harassment shall be treated in strict confidence by both the Employer and the Union.

#### Article 8 Disciplinary Action

- **8:01** No employee shall be disciplined without just cause.
- 8:02 When it becomes necessary to discipline an employee, other than a verbal warning, the employee will be represented by the Union at a meeting held to discuss or impose disciplinary action unless she refuses such representation. When possible, the Employer shall give the employee advance notice of the nature of the complaint.
- 8:03 An employee shall be notified in writing of the reasons for her discipline or dismissal. A copy shall be forwarded to the Union unless the employee elects otherwise.
- 8:04 An employee who alleges that she has been disciplined or dismissed without just cause shall submit a grievance in accordance with Article 19.
- 8:05 The Employer agrees not to introduce as evidence any disciplinary document 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 within a reasonable time thereafter.

#### Article 9 Employee Files

- **9:01** There shall be one (1) personnel file maintained by the Employer for each employee.
- 9:02 An employee shall be given the opportunity to examine any document which is placed in their personnel file, provided no part thereof is removed from the file, and reply to any such document. Such reply shall also be placed in their personnel file. Upon written request, the employee shall also receive an exact copy of any document forming part of her file.

#### Article 10 Hours of Work

- 10:01 Employees are not guaranteed any specific number of hours of work. The standard daily hours for interpreters range between zero (0) and seven and one-half (7½) hours per day.
- 10:02 An employee who works a minimum of four (4) consecutive hours for one (1) appointment will receive one (1) paid fifteen (15) minute rest period for each period so worked.

#### 10:03 Minimum Shift Duration

- (a) Face to Face Assignment minimum shift is two (2) hours.
- (b) Conference Call Assignment minimum shift is thirty (30) minutes, with fifteen (15) minutes increments thereafter.
- (c) Stand-Alone Message Relay Assignment minimum shift is fifteen (15) minutes, with fifteen (15) minute increments thereafter.
- 10:04 Employees shall be paid regular wage for a minimum two (2) hours regardless of whether the assignment is ten (10) minutes or up to two (2) hours.
- 10:05 Where an employee works for five (5) or more consecutive hours an unpaid meal period of one-half (½) hour will be provided.
- 10:06 Cancelled assignments shall mean an assignment where an employee is unable to complete the assignment due to client circumstances

beyond the control of the employee. Cancellations shall not include assignments that are rescheduled as long as the rescheduled date is provided at the time of cancellation.

For scheduled shifts, interpreters shall be paid for minimum two (2) hours at regular hourly rates for cancellation notice of twenty-four (24) hours or less provided the employee has followed all Employer established procedural guidelines pertaining to the assignment.

Cancellation notice greater than twenty-four (24) hours, interpreters shall be entitled to report fifteen (15) minutes at regular hourly rate for administrative time for the assignment.

10:07 Interpreters who accept and complete ten (10) or more assignments in a seven (7) day consecutive period will receive thirty (30) minutes at regular rates to recognize required administrative duties.

#### Article 11 Overtime

- 11:01 Overtime shall mean any authorized time worked in excess of seven and one-half  $(7\frac{1}{2})$  hours per day or seventy-five (75) hours in a biweekly pay period.
- **11:02** Overtime rates shall be:
  - (a) Employees shall receive one and one-half times (1½x) their basic rate of pay for the first three (3) hours of authorized overtime in any one (1) day;
  - (b) Employees shall receive **two** time**s** (2x) their basic rate of pay for authorized overtime beyond the first three (3) hours in any one (1) day.
  - (c) Employees required to work on a recognized holiday, including Remembrance Day, shall be paid at the rate of one and one-half times (1½x) their basic rate of pay.
- 11:03 There will be no payment for occasional overtime of less than fifteen (15) minutes in one (1) day.

- 11:04 The Employer shall designate the manner in which overtime is to be authorized.
- 11:05 Time spent travelling while in overtime status is compensated at straight time.

#### Article 12 Recognized Holidays

**12:01** The following shall be considered a recognized holiday:

New Year's Day (January 1) August Civic Holiday

Louis Riel Day Labour Day

Good Friday Thanksgiving Day

Easter Monday Remembrance Day (November 11)

Victoria Day Christmas Day (December 25)
Canada Day (July 1) Boxing Day (December 26)

Any other holiday proclaimed by federal or provincial statute.

12:02 Employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on recognized holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours) and shall be included in each regular pay cheque.

## Article 13 Vacation Pay

13:01 Employees shall receive vacation pay calculated at the rate of six percent (6%) of regular wages paid inclusive of call-back hours paid at straight time rates in any given biweekly period.

#### **Article 14** Shift Premiums

- 14:01 Employees who are required to work the majority of hours on any shift between 16:00 hours and the following 06:00 hours shall be paid shift premium as follows:
  - (a) An evening shift premium of one dollar (\$1.00) per hour shall be paid to an employee for regular paid hours actually worked for the entire shift

when the majority of hours on that shift fall between 16:00 hours and the next succeeding 24:00 hours.

(b) A night shift premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid to an employee for regular paid hours worked for the entire shift when the majority of hours on that shift fall between 24:00 hours and 06:00 hours.

Effective April 1, 2016, the night shift premium increases to one dollar and ninety cents (\$1.90) per hour.

Effective October 1, 2016, the night shift premium increases to two dollars and five cents (\$2.05) per hour.

14:02 A weekend shift premium of one dollar and thirty-five cents (\$1.35) 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 00:01 hours on the Saturday and 24:00 hours on the following Sunday.

Effective April 1, 2016, the weekend shift premium increases to one dollar and fifty cents (\$1.50) per hour.

Effective October 1, 2016, the weekend shift premium increases to one dollar and sixty-five cents (\$1.65) per hour.

14:03 The shift and weekend premium shall not be included in the calculation of superannuation, or other employee benefits, nor shall the shift and weekend premiums be paid when an employee is being paid at overtime rates.

## Article 15 Workers Compensation

- 15:01 (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.
  - (b) An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established

procedures, so that a claim for compensation benefits can be forwarded to the **Workers Compensation Board (**WCB**)**. Workers Compensation payment(s) will be paid directly to the employee by WCB.

- 15:02 Where an employee is injured on the job and required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 15:03 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

#### Article 16 Union Business

16:01 When meeting with the Employers to conduct negotiations, a maximum of one (1) employee will be entitled to leave of absence without loss of regular pay or benefits. Prior to the commencement of negotiations, the Union shall supply the Employer(s) with a list of employee representatives for negotiations.

#### 16:02 Union Leave

Subject to at least seven (7) or more days' written notice of request, and no additional cost to the Employer, leave of absence without loss of salary or benefits shall be granted to Union representatives for the purpose of attendance at Union meetings or seminars. It is understood that the Union will reimburse the Employer for salary, benefits and Manitoba Government payroll tax, if applicable.

Where special or unusual circumstances prevent compliance with the seven (7) working days' notice, the request shall be considered and shall not be unreasonably denied.

#### Article 17 Union Security

- 17:01 During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.
- 17:02 The Employer shall forward to the Union the amount of the dues deducted under Article 17:01 on a biweekly basis per each applicable biweekly pay period system.
- 17:03 The Employer shall provide the Union on a biweekly basis per each applicable biweekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, bargaining unit, classification, work location, home address, rate of pay and the amount of dues deducted for that employee. If available, appropriate electronic copies of said information shall also be sent to the Union office. The Employer may, at its discretion, choose to remit dues to the Union via an electronic funds transfer method.
- 17:04 The personal information as identified in Article 17:03 may only be used by the Union for the purpose of communicating with the members. The Union acknowledges that it shall have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of personal information. The Union further agrees that when disposing of or storing this information, it shall take care that this information is transported, stored, or destroyed in a secure manner.
- 17:05 The Union shall hold the Employer harmless with respect to all amounts so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.

- 17:06 A representative of the Union shall be granted not less than fifteen (15) minutes at the end of the group orientation period in order to familiarize employees in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A management representative may be present during this period. This group orientation time is paid time.
- 17:07 Representatives of the Union and/or the grievors shall suffer no loss of pay or benefits as a result of their involvement in grievance or arbitration proceedings or Labour Board hearings related to the Employer.
- 17:08 The Employer agrees to deduct the current Union dues from the pay of each employee in the bargaining unit. 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.
- 17:09 The Employer agrees to deduct, once annually, the amount of any special general assessment made by the Union.
- 17:10 The Union shall notify the Employer in writing as to the amount(s) to be deducted, not less than one (1) month in advance, and the dues structure shall not be changed more than twice in any calendar year.
- 17:11 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 Union.
- 17:12 A copy of this Collective Agreement shall be provided by the Union to each employee bound by the Agreement

## Article 18 Right of Stewards

- 18:01 "Steward" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- **18:02** The Employer recognizes the Union's right to select **s**tewards to represent employees.

- **18:03** The Union agrees to provide the Employer with a current list of officers and authorized representatives once annually.
- **18:04** Stewards and employees shall not conduct Union business during their working time.
- 18:05 Where a steward considers that an urgent complaint requires immediate investigation he shall notify the Union office in order that a staff representative may be assigned to the matter.
- 18:06 Where it is necessary for a steward to attend a grievance hearing, the steward shall first obtain permission from the Employer at least three (3) days in advance of the hearing.

#### Article 19 Grievance Procedure

19:01 A "Grievance" shall mean any dispute between an employee or the Union and the Employer regarding the interpretation, application, or an alleged violation of the terms of this Agreement.

Working days for the purpose of the **g**rievance and **a**rbitration procedure are days excluding Saturdays, Sundays and **s**tatutory **h**olidays.

An earnest effort shall be made to settle the grievance in the following manner:

## 19:02 Step 1 - Discussion Stage

Within ten (10) working days after the incident giving rise to the grievance (herein called the incident) becomes apparent, the grievor shall attempt to resolve the dispute with her immediate supervisor.

## 19:03 <u>Step 2</u>

If the grievance submitted under **Article** 19:02 is not resolved at that step within ten (10) working days, a written grievance shall be filed with the department head or designate.

The department head or designate shall have ten (10) working days, following receipt of the grievance, to investigate the matter and provide a written response to the grievance.

#### 19:04 <u>Step 3</u>

Failing settlement of the grievance at Step 2 the Union may, within ten (10) working days, submit a written grievance to the Director, Human Resources for the Winnipeg Regional Health Authority (WRHA).

The Director, Human Resources WRHA or designate shall investigate the matter, conduct a hearing upon request and reply within ten (10) working days of receipt of the grievance.

- 19:05 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 20 within the next ensuing fourteen (14) days.
- 19:06 Grievances concerning suspension or dismissal shall be initiated at Step 2 of the grievance procedure within fifteen (15) working days of the date that the employee became aware of the action.
- 19:07 An employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the Employer. An employee may abandon a grievance by not processing it within the prescribed time limits.
- 19:08 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.
- 19:09 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.

- 19:10 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Union and Employer.
- 19:11 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.
- 19:12 An employee may elect to be accompanied or represented by a Union representative at any stage of the **g**rievance procedure or in any matter relating to this Collective Agreement.

#### Article 20 Grievance Arbitration Procedure

- **20:01** 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 Union shall nominate their respective appointees to a three (3) person Arbitration Board.
- **20:02** Within fourteen (14) days the appointees shall agree to a third member to act as Chairperson of the Arbitration Board.
- **20:03** 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.
- 20:04 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.
- **20:05** Each party shall be responsible for the costs of its nominee and the cost of the sole arbitrator or chairperson shall be shared equally by the Employer and the Union.

20:06 Employees who are subpoenaed to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her/him (either the Employer or MGEU as the case may be) shall be responsible for compensating her/him for any salary which would otherwise be lost.

## Article 21 Technological Change

- 21:01 The Employer and the Union recognize that technological change can offer significant improvements in the quality and quantity of health care services provided to the public.
- 21:02 For purposes of this Article, "Technological Change" means the introduction of equipment or material into WRHA operations which is likely to affect the security of employment of permanent employees.
- 21:03 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 Union at least one hundred 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 date of implementation.
  - (c) If the Union and the Employer fail to agree upon any matters that relate to the terms and conditions of employment that may be affected by the technological change the matter may be referred to arbitration as provided for under the terms of this Agreement.
- 21:04 Section 82 (1) through 85 (2) inclusive of The Labour Relations Act does not apply.

#### Article 22 Safety and Health

22:01 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 safety and health in the workplace.

Further, the Employer shall designate which Safety and Health Committee the WRHA Interpreters shall be associated with and inform all employees of such.

#### Article 23 Transportation

- 23:01 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 travel locally on behalf of the Employer shall be reimbursed in accordance with the Province of Manitoba mileage rates for use of a personal motor vehicle.
- 23:02 Travelling between the employee's home and the place of employment is personal travel and the portion of the expenses relating to this travel are not eligible for reimbursement.
- 23:03 Taxi fare shall be reimbursed for all travel on the Employer's business between the hours of 24:00 and 06:00. Upon approval from the Employer, in instances where an employee takes a taxi for safety or other reasons, the employee shall be reimbursed for the fare.
- 23:04 Subject to the Employer's policy (which may change from time to time) eligible expenses shall be reimbursed by the Employer.

## Article 24 Orientation/Training/Meetings

24:01 Where the Employer requires an employee to attend a training session, orientation session or staff meeting during non-working time, the employee shall be compensated in actual hours attended at straight time rates.

Minimum shift lengths do not apply.

**24:02** Employees shall be paid at straight time rates when the Employer requires or pre-approves attendance at educational events, training, orientation and staff meetings.

#### Article 25 Court Leave

25:01 An employee subpoenaed as a witness on a work related matter shall be considered time worked and overtime rates shall apply as per Article 11.

#### Article 26 Job Descriptions

- **26:01** Employer will provide Union with a copy of the Language Access Interpreter job description.
- 26:02 Upon request, the Employer shall provide each employee with a current copy of their job description in a timely manner.
- 26:03 In the event that there is a substantial change in the job content and/or qualifications of an existing job description the Union shall receive a copy of the job description.

Any objection to the changes must be received in writing from the Union within thirty (30) calendar days.

#### Article 27 Pension Plan

27:01 Every eligible employee shall, as a condition of employment, participate in the Health Care Employees Pension Plan. Contributions and benefits shall be in accordance with the provisions of the plan.

## Article 28 Performance Appraisal

28:01 Where the Employer makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy.

The employee shall sign the assessment indicating only that she has

read and understands the contents. The employee may respond in writing to the assessment which shall become part of her record.

Any dispute relative to the substance of the written evaluation must be in writing and submitted within seven (7) days of the date of the employee's acknowledgement of the evaluation.

#### Article 29 Resignations

- 29:01 Employment may be terminated voluntarily by an employee, by giving at least two (2) weeks' notice in writing.
- 29:02 Employment may be terminated with less notice or without notice:
  - (a) By mutual agreement between the Employer and the employee;
  - (b) Where an employee is discharged for just cause.
- 29:03 The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to the termination date. Failure to return assigned items may result in the cost of such items being deducted from the employee's final pay.

## Article 30 Computer Access

- 30:01 The Employer shall provide a work station with computer and printer for employee use.
  - Article 33 Rehabilitation, Return to Work and Accommodation
- 33:01 The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled employees. The Union shall be notified and involved if there is a request for a Rehabilitation and Return to Work Program for employees. The Employer and the Union shall review the provisions of the program and ensure that the work designated is within her/his restrictions and limitations.

IN WITNESS WHEREOF: A representative of Winnipeg Regional Health Authority has hereunto set their hand for, and on behalf of, Winnipeg Regional Health Authority, Language Access Interpreters, and Marlene Hubert, Staff Representative of Manitoba Government and General Employee's Union, has hereunto set her hand for, and on behalf of, Manitoba Government and General Employee's Union.

Signed this 18 day of Jul	, 2014.
aulikosh	a.r
On behalf of Winnipeg Regional Health	On behalf of Manitoba Government
Authority, Language Access Interpreters	and General Employees' Union
011	Mothert
On behalf of Winnipeg Regional Health	On behalf of Manitoba Government
Authority, Language Access Interpreters	and General Employees' Union

## Memorandum of Agreement

#### between

## WRHA Language Access Interpreters

and

## Manitoba Government and General Employees' Union

## Re: Third Party Work

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

Signed this 18 day of Jul	<u></u>
aulikosh	a. r
On behalf of Winnipeg Regional Health	On behalf of Manitoba Government
Authority, Language Access Interpreters	and General Employees' Union
011	Mother
On behalf of Winnipeg Regional Health	On behalf of Manitoba Government
Authority, Language Access Interpreters	and General Employees' Union

## Memorandum of Agreement

#### between

## WRHA Language Access Interpreters

and

## Manitoba Government and General Employees' Union

## Re: Interpreter Service Delivery within the Legal Sector

The parties agree that they will meet prior to March 31, 2015 to review and discuss issues/concerns related to the implementation of interpreter service delivery within the legal sector.

Signed this 18 day of Jun	<u></u>
aulikosh	a. P
On behalf of Winnipeg Regional Health	On behalf of Manitoba Government
Authority, Language Access Interpreters	and General Employees' Union
011	Mother
On behalf of Winnipeg Regional Health Authority, Language Access Interpreters	On behalf of Manitoba Government and General Employees' Union

# Salary Schedule

# Effective April 1, 2012

Classification	% Increase	Step 1	Step 2	Step 3	Step 4
WRHA Interpreter	0.00%	22.592	24.061	25.624	27.290
	Effective A	April 1, 201	3		
Classification	% Increase	Step 1	Step 2	Step 3	Step 4
WRHA Interpreter	0.00%	22.592	24.061	25.624	27.290
	Effective Apri	il 1, 2014 (2	.5%)		
Classification	% Increase	Step 1	Step 2	Step 3	Step 4
WRHA Interpreter	2.50%	23.157	24.662	26.265	27.972
	Effective Apr	il 1, 2015 (2	.5%)		
Classification	% Increase	Step 1	Step 2	Step 3	Step 4
WRHA Interpreter	2.50%	23.736	25.279	26.921	28.671
	Effective Apri	il 1, 2016 (2	.0%)		
Classification	% Increase	Step 1	Step 2	Step 3	Step 4
WRHA Interpreter	2.00%	24.211	25.784	27.460	29.245