

# **COLLECTIVE AGREEMENT**

*-Between-*

**MANITOBA ASSOCIATION OF HEALTH  
CARE PROFESSIONALS**

*-and-*

**COMMUNITY THERAPY SERVICES INC.**

**For the Period April 1, 2014 to March 31, 2018**

**THIS COLLECTIVE AGREEMENT**

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

**-and-**

**COMMUNITY THERAPY SERVICES, INC.  
(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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*\*Some MoU numbers have been deliberately left blank to ensure consistency in numbering across all collective agreements*

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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-4441 or subsequent amendments thereto.
- 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 interchangeable:

- 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 Bi-weekly period means two (2) consecutive weeks constituting the regular pay period.
- 207 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.”
- 208 Demotion means a change of employment from one classification to another classification with a lower maximum rate of pay within the bargaining unit.
- 209 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 and Shift Schedules). 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 and Shift Schedules) 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 in situations of unforeseen staff shortages.
- 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 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.
- c) A temporary employee may not be eligible for transfer during her probationary period.
- d) 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.
- e) A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.
- f) A temporary employee who applies for or is awarded a posted position prior to the end of her period of temporary employment shall have her service connected for seniority purposes.

- 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.

## **ARTICLE 5: CASUAL EMPLOYEE**

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

- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
- b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
- c) Casual employees shall be entitled to shift premium as outlined in Article 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.
- 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) Effective July 17, 2000, 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**

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

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

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 vacation if that was the Employer's past practice/policy as at December 31, 2010;
- ii) as additional vacation pay on any day not scheduled to work;

- iii) 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 site 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.

- 605 a) A part time employee reporting for work as scheduled who is sent home because of lack of work shall receive pay for the scheduled hours not worked.
- b) A part time employee reporting for work at the Employer's request in the event of an unforeseen staff shortage shall be paid no less than three (3) hours at her basic rate.

## **ARTICLE 7: OCCUPATIONAL CLASSIFICATIONS**

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

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

- 702 a) In the event that the Employer creates a new classification, or alters an existing classification, the job description and wage rate for such classification shall be established by the Employer with notification to the Association and affected employees. Written notice of objection must be given to the Employer by the Association within forty-five (45) calendar days after the notification above or such classification and wage rate shall be considered approved and shall form part of the Agreement.
- b) Where the Association objects to the wage rate for a new or altered classification established by the Employer, as referenced in a) above, the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range within 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 When the Employer is making changes to any position description it will provide the Association with notice of the changes no less than 30 days prior to the implementation date. The Employer agrees to meet with the affected Employees and the Association to discuss the changes.

## **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", "B" and "D" which are attached to and form part of this Agreement.

902 In implementing this Agreement, each employee shall be placed not lower than the same increment level and in the same classification to which she was entitled under the previous Agreement.

903 An employee's anniversary date shall be the anniversary of the date on which she commenced employment with the Employer or the anniversary date of any subsequent promotion.

904 Increments will not be delayed due to paid leave of absence, or an unpaid leave of absence, of four (4) weeks or less or an employee participating in a return to work program. An employee's anniversary date for incremental purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

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

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

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

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 within on the next payroll processing date after termination or death.
- 909 Where applicable, employees who are eligible for registration shall be paid at the start rate shown in Schedule "A" until the anniversary date immediately following registration.

### **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.
- 1002 Seniority of an employee will continue to accrue during:
- a) any period of paid leave of absence or income protection
  - b) absence on Workers' Compensation for up to two (2) years
  - c) unpaid leave of absence of four (4) weeks or less
  - d) layoff of twenty-six (26) weeks or less
  - e) educational leave of two (2) years or less
  - f) she is on any period of Maternal and/or Parenting Leave
  - g) any period of approved unpaid leave of absence for Association purposes of up to one (1) year
  - h) 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 and not more than five (5) years.
- 1004 Seniority will terminate if an employee:
- a) resigns or retires
  - b) is discharged and is not re-instated
  - c) is laid off for more than five (5) years
  - d) 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 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 if reasonably possible. 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 When a therapist is hired to work within a particular region or regions her caseload will be assigned within that region or regions. In the event that the employee wishes to move her residence to another region she may choose to apply to any available vacancy in the new region. If a vacancy is not available she may request that she retain her current position and caseload, however the Employer reserves the right to determine if this is possible and what travel arrangements may apply. The terms of this agreement pertaining to travel may not apply. Should the employee not agree to these arrangements her move will be considered a termination.

An employee may apply for a transfer to a position in a region other than the one(s) in which she is currently working provided she is prepared to meet all position requirements, including residency requirements. If an employee does not meet the residency requirements as set out in the position posting she may nonetheless apply, however the terms of the agreement pertaining to travel may be negotiated with the applicant. In the event that a satisfactory travel arrangement cannot be achieved then the employer reserves the right to deny the transfer request.

The Employer may not expect an employee to relocate her residence to another community unless: a) this is an

expectation laid out when the employee is first hired; or b) there is mutual agreement between the Employer and the Association to do so.

## **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. OR

b) 1950 annual hours

seven and one half ( $7 \frac{1}{2}$ ) consecutive hours per day, an average of seventy-five (75) hours per bi-weekly period. OR

c) 1885 annual hours

seven and one-quarter ( $7 \frac{1}{4}$ ) consecutive hours per day; an average of seventy-two and one-half ( $72 \frac{1}{2}$ ) hours per bi-weekly period. OR

d) 2080 annual hours

eight (8) consecutive hours per day; an average of eighty (80) hours per bi-weekly period.

as is applicable to the classification.

1202 Regular hours of work shall be deemed to:

- a) Include a rest period of fifteen 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 Each employee shall be entitled to accumulate up to a maximum of 37.5 budgeted hours for holidays, overtime, or other premium hours to be taken as mutually convenient and in conjunction with scheduled days off, if requested. The employee shall provide the supervisor with at least one week prior notice when requesting this time.
- 1207 Where an employee is required to attend a staff meeting on a scheduled day of rest, she shall be compensated in accordance with the term of this agreement.
- 1208 If mutually agreed upon and if operating requirements permit, an employee may modify her hours of work on a regular or temporary basis. Such modified hours shall not entail overtime costs to the Employer, nor shall the employee work less than her required hours within two (2) biweekly pay periods.

- 1209 Unless given seven (7) days prior notice, a full-time employee who works on a day which she was not scheduled to work shall be paid the greater of double time or overtime rates. This Article will not apply to employees on Standby.
- 1210 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 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.
- 1211 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.
- 1212 Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one (1) hour of the start of shift, she shall be entitled to pay for

the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

1213 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.

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 Overtime rates shall be:

- a) one and one-half (1 ½) times the basic rate except as follows:
- b) two (2) times the basic rate for all time in excess of three (3) hours in any one (1) day
- c) two (2) times the basic rate for the second of two (2) consecutive shifts
- d) two and one-half (2 ½) times the basic rate on a general holiday.

1305 Article 1304 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.

1306 If mutually agreed upon, an employee may be granted compensatory time off equivalent to and in lieu of the overtime payment to which she would otherwise be entitled.

1307 An employee performing authorized overtime for a period in excess of three (3) hours shall be granted four dollars and fifty cents (\$4.50) for a meal and a further four dollars and fifty cents (\$4.50) for each subsequent three (3) hour overtime period.

- 1308 For purposes of determining overtime entitlement, all paid leave shall be considered as hours worked.
- 1309 No employee shall be required to work overtime against his wishes.
- 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 Overtime worked as a result of the changeover from Daylight Saving Time to Central Standard Time shall be deemed to be authorized overtime.

#### **ARTICLE 14: STANDBY AND CALL-BACKS**

- 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 two (2) hour's basic pay for each on call shift.
- 1403 For actual hours worked on Saturday and Sunday – paid at applicable overtime rates and applicable week-end and evening premiums.

For actual hours worked on statutory holidays – paid at applicable overtime rates.

Minimum call up – three hours per shift (when called to work the therapist will be paid for a minimum of three hours at overtime rates).

1404 Escort Duty

- a) i) An employee called in to escort a patient when she/he is not on standby or provided she/he does not qualify for pay at overtime rates in accordance with Article 13, shall be paid for all time involved with the patient assignment including travel time required to return to the facility, subject to a minimum guarantee of three (3) hours pay at regular rates of pay. All hours worked in excess of seven and three-quarter (7.75) hours shall be paid in accordance with Article 13.
  
- ii) When an employee is required to escort a patient while on a scheduled shift, overtime rates of pay will apply in accordance with Article 13 for all hours worked in excess of the scheduled shift length (i.e. 7.75 hours, 11.625 hours).
  
- iii) A full-time or part-time employee scheduled or called in for escort duty when she/he is not on standby whose escort duty is cancelled, shall be paid or assigned work for a period of three (3) hours.

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

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

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

- For each subsequent 24 hour period that the employee is awaiting return travel she/he shall be paid wages for one regular shift (or overtime in accordance with Article 13)
- For each portion of a 24 hour period that the employee is awaiting return travel or travelling to return to the facility, the employee will be paid the greater of hours worked plus actual hours in travel status (or overtime in accordance with Article 13) or a prorated shift based on the portion of the 24 hour period away.

v) Where an employee is responsible for the care and control of equipment and/or drugs, and such equipment and/or drugs is not readily portable (as determined by the Employer) and requires the employee's full attention, then the employee shall be considered as being still "on duty" as if she/he was still involved with the patient and shall be paid accordingly.

b) An employee going out on escort duty will not suffer any loss in basic salary as a result of missing any portion of a scheduled shift. Therefore, an employee who is unable to return from escort duty in time to work a scheduled shift or portion thereof shall be paid for the missed hours at her/his basic salary. Where an employee misses only a portion of her/his scheduled shift while on escort duty, she/he will be expected to work the remainder of her/his shift.

- c) An employee required for escort duty on a Recognized Holiday shall be paid in accordance with Article 21, and Article 13 if applicable, for all time involved with the patient assignment including travel time required to return to the facility.
- d) An employee on escort duty out of province/ country shall be provided with a travel advance for all anticipated travel expenses (transportation, meals, accommodation) before commencing escort duty, unless the employee chooses to make alternate arrangements.
- a) An employee on escort duty within the province shall be provided with a ten dollar (\$10.00) meal advance at the commencement of escort duty for each five hour period of anticipated escort duty, unless the employee chooses to make alternate arrangements. A subsequent travel/ expense claim will be submitted in accordance with the Employer travel policy.

## **ARTICLE 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 a) Travel allowance when called into work – as per current rate/policy plus \$4.00 per shift.

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

- i) The Employer shall reimburse the employee for all business-related parking costs, including metered lots.
- ii) Effective ratification, 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 paid as per current rate per km for use of a personal motor vehicle, subject to a minimum mileage payment of \$4.00 return.
- iii) Employees are expected to travel to and from work each day on their own time and at their own expense. Travelling to/from work is defined as:
  - Home to/from a facility where the employee provides regular service.
  - Home to/from the Agency offices in Winnipeg or other worksites.
  - Home to/from a home care visit.

Effective ratification, any travel time to and from work each day which exceeds fifteen (15) minutes shall be on work time. Any travel mileage while travelling to and from work each day in excess of fifteen (15) kilometers as per (b) above. Any other travel incurred during the workday shall be reimbursed as per (b) above. The rate of reimbursement is tied to the Provincial mileage rate which was \$0.40/km at ratification. The rate will be adjusted in accordance with Provincial adjustments.

An employee required to travel overnight on behalf of the Employer shall be reimbursed for accommodation expenses while on “travel status”, and be paid the following per diem allowance for meals:

April 1, 2013	Breakfast	Lunch	Dinner	Per Diem
South of 53 <sup>rd</sup>	\$7.85	\$9.85	\$16.70	\$34.40
North of 53 <sup>rd</sup>	\$8.35	\$10.35	\$17.90	\$36.60

Receipts are required for overnight accommodation. When an employee is required to travel outside her regular caseload area and where no overnight accommodation is required, an employee may claim for the appropriate individual meal allowance only.

**ARTICLE 17: SHIFT PREMIUM AND WEEKEND PREMIUM**

- 1701 a) An employee scheduled and required to work any hours between 1800 hours and the next succeeding 2400 hours, as part of her regular shift shall be paid an evening shift premium of [one dollars and seventy-five cents (\$1.75) effective April 1, 2016] per hour for the hours worked between 1500 hours and 2400 hours.
- b) An employee scheduled and required to work a shift where the majority of the hours fall between 2400 hours and 0600 hours, shall be paid a night shift premium of of two dollars and five cents (\$2.05) ) [two dollars and fifty

cents (\$2.50) effective April 1, 2016] per hour for that entire shift.

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.

d) Notwithstanding the above, where an employee works a “modified” (12-hour) shift, evening and night premiums shall be paid in accordance with the hours within the shifts as defined in Article 206.

1702 A weekend premium of one dollar and sixty five cents (\$1.65) [two dollars (\$2.00) effective April 1, 2016] 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 May 1<sup>st</sup> and April 30<sup>th</sup>. 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 current year’s vacation entitlement may be taken at any time between May 1<sup>st</sup> and April 30<sup>th</sup>. Vacation entitlements may be carried over to the following year with the approval of the Employer.

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.

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 who have completed appropriate service requirements (seniority) as of April 30<sup>th</sup> shall be granted annual vacation as follows:

- Fifteen (15) working days per year commencing in first (1<sup>st</sup>) year of employment
- Twenty (20) working days per year commencing in fourth (4<sup>th</sup>) year of employment
- Twenty-five (25) working days per year commencing in eleventh (11<sup>th</sup>) year of employment
- Thirty (30) working days per year commencing in twenty-first (21<sup>st</sup>) year of employment.

For employees who live in communities north of the 53<sup>rd</sup> parallel and who have completed appropriate service requirements (seniority) as of April 30<sup>th</sup> shall be granted annual vacation as follows:

- Twenty (20) working days per year commencing in first (1<sup>st</sup>) year of employment
- Twenty-five (25) working days per year commencing in fourth (4<sup>th</sup>) year of employment
- Thirty (30) working days per year commencing in eleventh (11<sup>th</sup>) year of employment

- Thirty-five (35) working days per year commencing in twenty-first (21<sup>st</sup>) year of employment

Vacation entitlement for the vacation year following completion of the third (3<sup>rd</sup>), tenth (10<sup>th</sup>) and twentieth (20<sup>th</sup>) 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 (5) days vacation will be granted to an employee in the year of her twentieth (20<sup>th</sup>) 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 April 30<sup>th</sup> shall be granted a pro-rata vacation.
- 1807 The Employer shall post vacation entitlements not later than March 1<sup>st</sup> each year, and allow employees to express their preference before April 1<sup>st</sup>.
- 1808 The Employer will post an approved vacation schedule not later than April 30<sup>th</sup>, 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 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.

### **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.
- 1902 A full-time employee shall accumulate income protection credits at the rate of one and one-quarter days per month.

Of each day and a quarter of income protection credits earned, one day\* shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining one quarter of a day\* 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" to read "three quarters of a day" and amend "one quarter of a day" to read "one half of a day".
- 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, mother-in-law, or father-in-law.

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, occupational therapist or any other recognized medical therapist. An employee may not utilize income protection time in a manner that increases their worked hours beyond their regularly scheduled work hours.
- 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 that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Workers' Compensation Board, then such payment shall not be payable.

- 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. 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 and EI contributions.
- iv) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed the lesser of:
  - A) the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period, or,
  - B) seventy percent (70%) of the value of the employee's accumulated income protection credits.
- v) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.
- vi) In the event that MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer

shall recover the total amount of the advance by payroll deduction.

- vii) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- 
- 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 whichever 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.
- 1915 An employee, other than a probationary employee, shall be entitled to utilize up to five (5) days income protection credits before they are earned. The Employer will recover from a terminating employee all paid sick leave granted but not earned.
- 1916 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.

- 1917 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 An employee shall be granted up to five (5) working days compassionate leave in the event of the death of a parent, spouse, child, sibling, common-law spouse, child of a common-law spouse, or fiancé(e).

An employee shall be granted up to three (3) working days compassionate leave in the event of the death of another immediate relative, including in-laws, grandparents, grandchildren, aunts, uncles, parents of a common-law spouse.

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 Necessary time off up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer or 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  
Louis Riel Day

August Civic Holiday  
Labour Day

Good Friday  
Easter Monday  
Victoria Day  
Canada Day July 1

Thanksgiving Day  
Remembrance Day  
Christmas Day  
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 ½ X) 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 Employees shall be allowed to bank up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer.
- 2104 The Employer will ensure that all employees receive at least two (2) General Holidays, in addition to Christmas Day or New Year's Day, on the days on which they actually occur.
- 2105 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.
- 2106 An employee required by the Employer to work on either Christmas Day or New Years Day shall receive no less than three (3) consecutive days off incorporating the other of those holidays.

## **ARTICLE 22: RESPONSIBILITY PAY**

- 2201 An employee who is appointed to a senior position for a period of one (1) shift or more 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.
- 2202 Temporary relief duty shall not normally exceed six (6) consecutive weeks, however, such temporary relief duty may be extended by mutual agreement between the Employer and the Association. Any anticipated vacancy in excess of six (6) weeks or in excess of the mutually agreed upon time shall be posted as a term position.

## **ARTICLE 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 a) Subject to operational requirements, the Employer shall attempt to provide thirty-seven and one-half (37 ½) hours of in-service education each year, for each full-time employee during regular working hours. The above is implemented on a pro-rata basis for part-time employees.

b) The Employer shall reimburse each employee, in accordance with Employer policy, for registration costs, tuition fees or expenses arising out of work-related activities described above.

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 to thereto.

2305 An employee shall be entitled to necessary time off to attend Citizenship Court to become a Canadian Citizen.

2306 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 federal, provincial or municipal elections. An employee

who is elected to public office shall be granted leave of absence without pay for the term of her office.

2307 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.

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.

2309 Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.

2310 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.

2311 A therapist returning from an LOA shall be entitled to return to her former classification and geographical location. Where reasonably possible, the therapist shall also be permitted to return to her former position or case load mix.

2312 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.

2313 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.

2314 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 outlined 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 reaccumulation 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.

Plan B:

(04) In order to qualify for Plan B, 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 B 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;
- d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the CEIC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.

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

- a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the

employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full time employment; and

- b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and
- c) should she fail to return to work as provided under a) and/or b) above, she is indebted to the Employer and she shall repay a portion of the “top up” as follows:

$$\frac{\text{Monetary value of top up provided} \\ \text{(value is based on hours paid at regular} \\ \text{rate of pay in 6 months prior to leave)}}{\text{Hours of service required to be worked} \\ \text{(based on monetary value)}} \times \text{no. of hours not worked}$$

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

- a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 2402(04)(c); or
- b) a period of seventeen weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 2402(04)(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.

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

- a) for the first two (2) weeks an employee shall receive 93% of her weekly rate of pay;
  - b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and 93% of her weekly rate of pay;
  - c) it is understood that the amount of the payment made by the Employer under a) and b) above shall not, when combined with the EI benefit, and any other earnings received by the employee, exceed 93% of the employee's normal weekly earnings;
  - d) all other time as may be provided under 2402(06) shall be on a leave without pay basis.
- (08) Plan B does not apply to temporary employees or employees who normally are subject to seasonal lay-off.
- (09) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.
- (10) Sections 52 through 59.1(2) inclusive of the Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

#### Parental Leave

- (11) 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 newborn child; or
  - c) adopt a child under the law of the province.
- (12) 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.
- (13) 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 to 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).

- (14) 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.

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

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 that 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 sixteen (16) employees will be entitled to leave of absence without loss of regular pay or benefits, to participate in negotiations in which both the Employer and the Association are represented, as follows:
- Regional Health Authorities (to include Employers within the RHA) - Up to three (3) representatives each;
  - All Employers within the WRHA - Up to ten (10) representatives in total, with no more than three (3) representatives from any one Employer;
  - All other employers - Up to two (2) representatives each.
- b) When meeting with the Employer to conduct local negotiations up to two employees shall be entitled to leave of absence without loss of regular pay or benefits to participate in the negotiations.
- c) In the event that any Employer and the Association agree that negotiations shall be conducted on a local basis, the maximum number of employees entitled to leave in accordance with Article 2503 a) above, shall be reduced by the number of representatives listed in Article 2503 b) above.
- d) Prior to the commencement of negotiations, the Association shall supply the Employer(s) with a list of employee representatives for negotiations.
- e) Subject to the mutual agreement of the parties, the total number of employees referred to above may be altered, provided any additional employees are on wage recovery. In such cases, the Association shall

reimburse the Employer for salary, benefits and Manitoba Government Payroll Tax.

- 2504 Representatives of the Association and/or grievors shall suffer no loss of pay or benefits as a result of their involvement in Grievance or Arbitration proceedings or Labour Board hearings related to the Employer.
- 2505 The Employer agrees to deduct the current Association dues from the pay of each employee in the bargaining unit.
- 2506 The Employer agrees to deduct once annually the amount of any special general assessment made by the Association.
- 2507 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.
- 2508 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.
- 2509 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, and not more than twice in any calendar year.

- 2510 The Association agrees to provide the Employer with a current list of officers and authorized representatives once annually.
- 2511 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.
- 2512 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.
- 2513 A representative of the Association will be granted up to thirty (30) minutes to familiarize a new employee with the Association and this Agreement. A representative of Management may choose to be present during such time.
- 2514 Association Leave:
- a) Subject to at least two (2) or more weeks written notice of request, and no additional cost to the Employer, leave of absence without loss of salary or benefits shall be granted to association representatives for the purpose of attendance at Association meetings or seminars. It is understood that the Association will reimburse the Employer for salary, benefits and Manitoba Government payroll tax, if applicable.
  - 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.

2515 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 Within seven (7) days after receiving the grievance, the Divisional Director, Human Resources or designate shall investigate the matter, conducting a hearing upon request, and reply.

The Grievance investigation Process (GIP) as outlined in MOU #6 requires that all grievances that have reached the stage where they would be referred to Arbitration are referred to the grievance investigator prior to proceeding to Arbitration, UNLESS the Executive Director of the Association (MAHCP) and the Director at the Provincial Health Labour Relations Services (PHLRS) agree that it shall not be investigated or mediated by the individual named as the Grievance Investigator.

- 2607 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.
- 2608 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.

- 2609 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.
- 2610 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.
- 2611 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.
- 2612 An employee may elect to be accompanied or represented by an Association representative at any stage of the Grievance/Arbitration Procedures, or in any matter relating to this Collective Agreement.
- 2613 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.
- 2614 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.

2615 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 Dental Plan

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

2803 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.

2804 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 120<sup>th</sup> 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 Association are willing to assist the employee with completion of the documentation/application should the employee request.
- c) Subject to compliance with paragraph 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.

2805 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.

2806 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.

2807 Health examinations required by the Employer shall be provided by the Employer and shall be at the expense of the Employer.

2808 Health Spending Account (HSA)

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

2809 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.

2810 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.

2811 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.

2812 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).

2813 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 Effective April 1, 2010, where an employee is entitled to pre-retirement leave in accordance with this article, and the employee dies prior to receiving this benefit, the benefit shall be paid to 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.
- 3008 An employee subject to disciplinary action shall, after four (4) years from the date the disciplinary measure was initiated request in writing that her record be cleared of that disciplinary action, provided the Employee has not accumulated any additional disciplinary actions. The

Employer shall confirm in writing to the employee that such documentation has been removed.

### **ARTICLE 31: JOB SECURITY**

- 3101 a) In the event that the Employer finds it necessary to reduce the hours of work (layoff) of an employee, such employee shall be given not less than four (4) weeks' notice.
- 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) hours (whichever is greater) familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, 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 Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.
- 3114 a) If the Employer sub-contracts work or introduces technological change which results in the displacement of a number of employees, the Employer shall guarantee alternate employment to all employees with three (3) or more years of continuous service with the Employer. Where the alternative employment is of a lower paying classification, the employee shall continue to receive the salary of the higher paid classification until the salary of the lower paid classification passes that of the higher classification. The application of this provision shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches 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.

3115 Supervisors and other employees of the Employer whose positions are not classified within the bargaining unit shall not work on a regular and recurring basis on duties and responsibilities which have been determined as being solely within the bargaining unit except in the case of education or emergency or where there is mutual agreement between the parties to do so. The parties agree that past practice, effective June 23, 2000, shall be deemed to have received mutual agreement in this regard. The parties further agree that the provisions of this Article shall in no way supercede the provisions of the Memorandum of Understanding Re: Transfer of Service/Mergers/Amalgamation/Consolidation.

3116 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 6.03 (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:

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

c) In the event that the layoff is longer than twenty-six 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.

3117 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.

3118 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 Except under extenuating circumstances, employees shall be given and shall give four (4) weeks' notice of termination.
- 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 a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the Association to attend meetings of the Employee/Management Advisory Committee and any other joint committee which is created by the mutual agreement of the Association and the Employer, and to which the Association is required to appoint representatives.

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

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

3504 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) If the remaining employee refuses to accept the position, the position may be offered to the most suitable applicant.

The remaining employee will then be offered any part-time position for which 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 April 1, 2014 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**FOR THE EMPLOYER**

**FOR THE ASSOCIATION**

# MEMORANDUM OF UNDERSTANDING #1

*between*

**COMMUNITY THERAPY SERVICES, INC.  
*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 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*

COMMUNITY THERAPY SERVICES, INC.  
*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 provider;  
it will not be considered contracting out or sub-contracting out.
- iv) During the period of notice given under the Employment Security Letter of Understanding, employees potentially affected by the impending alteration of service will be entitled to portability of benefits between the employers identified as signatories to this Letter of Understanding. Should the receiving employer not be signatory to this Letter of Understanding, 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 Letter 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 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, merge, 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 Letter 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*

**COMMUNITY THERAPY SERVICES, INC.**

*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 Letter of Understanding on Redeployment Principles which is appended to and forms part of this Letter of Agreement.

## **MEMORANDUM OF UNDERSTANDING #4**

*between*

**COMMUNITY THERAPY SERVICES, INC.  
*and*  
MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

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

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

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

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

- To identify classifications that are experiencing current or anticipated shortages of qualified employees;

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

The Provincial Technical / Professional Recruitment / Retention Planning Committee will commence meeting within ninety (90) days of ratification of all MAHCP locals.

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

The Provincial Technical / Professional Recruitment / Retention Planning Committee will be in existence for the duration of the collective agreement and will be extended only if mutually agreed to between the parties. MAHCP members invited to participate shall be compensated as per 3503 a).

# MEMORANDUM OF UNDERSTANDING #5

*between*

**COMMUNITY THERAPY SERVICES, INC.  
*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 ~~be~~ 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 #6**

*between*

**COMMUNITY THERAPY SERVICES, INC.**

*and*

**MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

### **RE: EDUCATIONAL DEFERRED SALARY LEAVE PLAN** **(Hereinafter referred to as EDSLP)**

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

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

## **Terms of Reference of the EDSLP**

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

### **The Plan:**

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

### **Contribution/Enrolment Form:**

- a) On filling out the enrolment form for membership, the participant shall indicate the amount of the participant's earnings which is to be deferred and remitted by the Employer to the Plan, in Trust. The amount shall not be less than five (5) percent and not more than thirty (30) percent of gross regular earnings as at the time of application. The biweekly amount shall be rounded to the next higher dollar.
- b) The amount to be deferred in Trust may be changed once annually (date to be determined by the Employer).
- c) The participant shall indicate on the enrolment form the date when it is anticipated that the participant will be requesting a leave of absence in accordance with the terms of reference of the Plan.
- d) The participant shall keep the Employer informed on an ongoing basis as to his/her plans in regard to the educational program in order to assist the Employer in attempting to make arrangements for his/her potential absence.

### **Leave of Absence**

- a) It is agreed between the Employer and the Association that, for the purpose of the EDSLP, the provisions of the Collective Agreement regarding application for leaves of absence shall make application for the LOA at least two (2) months prior to the first day of the participant's requested LOA.
- b) Requests for LOA under the EDSLP shall include a description of the course of studies to be pursued, the duration of the program, and the name of the institution offering the program.
- c) Each request for a LOA under the EDSLP will be reviewed on an individual basis and shall not be unreasonably denied.
- d) In the event that more than one participant applies for a LOA under the EDSLP for part of or all of the same period of time and where only one participant's requested leave can be granted, seniority as defined in the Collective Agreement shall be the governing factor in determining which participant's LOA shall be granted.
- e) A participant having received approval for a LOA and who voluntarily transfers or is promoted to another position, may have the leave honoured depending on the operational requirements of the new work area.
- f) In the event that the participant's educational leave results in his/her being qualified to work in another classification covered by the Collective Agreement, it is understood that the participant will be placed in such classification only after being the successful applicant for a posted vacant position within that classification.

## MEMORANDUM OF UNDERSTANDING #10

*between*

**COMMUNITY THERAPY SERVICES, INC.**

*and*

**MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

### **RE: VOLUNTARY TRANSFERS TO VACANCIES (PORTABILITY)**

*Applicable to transfers between the following employers only: Actionmarquerite, 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*

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.

An employee with an Employer where the Association is certified to represent that occupational classification, who applies for and is awarded a position with another Employer where the Association is certified to represent that occupational classification, shall have her seniority transferred as though she had always been employed at the receiving Employer. It is understood that this seniority is intended for use in accordance with the Collective Agreement, i.e., only in vacancy selection, vacation selection, or in the event of lay-off/displacement/recall.

Further, the parties confirm that this seniority is in no way intended to increase the accumulation of benefits normally accrued or calculated on the basis of employment hours or service.

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

**MEMORANDUM OF UNDERSTANDING #17**

*between*

**COMMUNITY THERAPY SERVICES, INC.  
*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 31<sup>st</sup> 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*

**COMMUNITY THERAPY SERVICES, INC.**

*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 #19

*between*

**COMMUNITY THERAPY SERVICES, INC.**

*and*

**MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

## **RE: APPENDIX A - CLASSIFICATIONS**

The parties agree to form a committee (up to 3 representatives from each party) to discuss the Classification structure contained in Appendix A of the Collective Agreement.

The committee will consider the manner in which such services are delivered within the current classification structure to determine whether the classification structure is appropriate for the Agency.

## **MEMORANDUM OF UNDERSTANDING #20**

*between*

**COMMUNITY THERAPY SERVICES, INC.  
*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 (MHHLS) 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 #21

*between*

**COMMUNITY THERAPY SERVICES, INC.**

*and*

**MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

## **RE: RECRUITMENT AND RETENTION COMMITMENT**

In recognition of a commitment from MAHCP to support the efforts and process towards achieving health system sustainability initiatives, as referenced in the MoU re Health System Sustainability, the Manitoba Government commits the following funds to be distributed to the defined list of classifications as identified below in an effort to respond to existing recruitment and retention challenges.

- Effective April 1, 2016 \$1.5 M to be available for distribution
- Effective April 1, 2017 \$1.5 M to be available for distribution

The defined list of classifications that will be eligible to receive a salary adjustment through this process is as follows:

- Cardiology technologists
- MRI technologists
- Sonographers
- Echosonographers
- Occupational therapists
- Respiratory therapists
- Physiotherapists
- Audiologists
- Speech pathologists

The allocation and distribution of these recruitment and retention dollars will be as mutually agreed by a Committee that will contain no more than 5 representatives of the MAHCP and their members, and no more than 5 representatives of the PHLRS and the Employers representing all MAHCP Employers at this Central Table.

The Joint Committee will take into consideration relevant criteria including the following:

- a) Service delivery impacts;
- b) Vacancy rate analysis;
- c) Recruitment/retention issues analysis;
- d) Salary and market conditions.

The above referenced Joint Committee will commence within 90 days of ratification and the determination of the allocation and distribution will be as determined by the Joint Committee.

## **MEMORANDUM OF UNDERSTANDING #22**

*between*

**COMMUNITY THERAPY SERVICES, INC.  
*and*  
MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

### **RE: STANDARDIZATION PROCESS**

The Employer will commit \$1 M to be allocated between April 1, 2016 and March 31, 2017 for the standardization and rate adjustments for the specific classifications listed:

- Social Workers
- Pharmacy Assistants
- Dietitians (includes all employees in the dietician classification such as diabetes education)

The allocation and distribution of these standardization dollars will be as mutually agreed by a Committee that will contain no more than 4 representatives of the MAHCP and their members, and no more than 4 representatives of the PHRS and the Employers representing all MAHCP Employers at this Central Table. The above referenced Committee will commence within 60 days of ratification and the determination of the allocation and distribution will be resolved and finalized no later than September 30, 2016.

**MEMORANDUM OF UNDERSTANDING #27**

*between*

**COMMUNITY THERAPY SERVICES, INC.  
*and*  
MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

**RE: IMPACT OF RATE PAY REDUCTION  
ON PENSION PLAN**

***WHEREAS*** the Collective Agreement calls for a reduction in rate of pay;

***AND WHEREAS***, the parties hereby agree that no employee's pension benefit shall be negatively impacted as a result of these reductions;

***THEREFORE***, the parties further agree that every employee who receives a benefit at a time when her average earnings calculation includes part or all of the period from January 15, 1997 to March 31, 1999, shall have that benefit calculated by using notional earnings. Notional earnings are those earnings the employee would have received had there been no reduction in paid hours. Any additional costs for this adjustment shall be absorbed by the resources of the pension plans.

## MEMORANDUM OF UNDERSTANDING #28

*between*

**COMMUNITY THERAPY SERVICES, INC.  
*and*  
MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

### **RE: REGULAR HOURS OF WORK**

1. An employee who voluntarily extends his/her regular hours of work, beyond the amount stipulated in item (1) above, while performing his/her regular duties, shall not receive overtime as per Article 13 of the Collective Agreement. Such an employee shall bank the extended hours at a straight time rate up to a maximum allowable bank represented by the regular weekly hours of work stipulated in item (1). An employee shall not be permitted to accrue extended hours beyond the banked maximum unless the Employer provides prior approval.
2. An employee who, as per the Employer's request, agrees to extend his/her regular hours of work (as stipulated in item (1)) shall receive overtime as per Article 13 of the Collective Agreement.
3. For the purposes of item (3), an employee must meet the following conditions before Article 13 "Overtime" shall apply:
  - a) For the employee who works less than seven and one-half (7 ½) hours per day, such employee must work in excess of seven and one-half (7 ½) hours per day, before overtime shall apply.

- b) For the employee who works in excess of seven and one-half hours (7 ½) hours per day, such employee must work in excess of his/her regular hours of work per day, as stipulated in item (1), before overtime shall apply.

**MEMORANDUM OF UNDERSTANDING #29**

*between*

**COMMUNITY THERAPY SERVICES, INC.**

*and*

**MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

**RE: INCLEMENT WEATHER**

An employee who is scheduled but unable to work due to inclement weather, auto breakdown, and other similar circumstances shall suffer no loss of pay for hours normally scheduled to work. Employees shall endeavor to use such time for other work-related activities.

The employee shall notify the Agency as soon as possible of the circumstances encountered.

## MEMORANDUM OF UNDERSTANDING #30

*between*

**COMMUNITY THERAPY SERVICES, INC.  
*and*  
MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

### **RE: OUT OF POCKET EXPENSES**

The Employer recognizes that employees need not incur any out of pocket expenses with respect to the following:

- Telephone calls/faxes
- Postage
- Office Supplies

The parties agree to establish an ad-hoc committee to review the merits and feasibility of the introduction of certain office technologies for use by therapists at home. The introduction of such technologies would be for the purpose of increasing the efficiency of service delivery and must be within the Agency's budgetary capacity.

# MEMORANDUM OF UNDERSTANDING #31

*between*

**COMMUNITY THERAPY SERVICES, INC.**

*and*

**MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

**RE: WORKLOAD**

The Employer recognizes that from time to time employee workloads may need to be reviewed. Should an employee believe that her workload exceeds professional expectations or that she cannot cope with the workload; then she should bring this matter to the attention of her supervisor for review and possible action. The supervisor shall review all relevant information available to her with respect to the employee's workload concerns including any information brought forward by the employee herself.

**MEMORANDUM OF UNDERSTANDING #32**

*between*

**COMMUNITY THERAPY SERVICES, INC.**

*and*

**MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

**RE: WORKING ALONE**

Employees concerns about working alone may be referred to the Workplace Safety and Health Committee. Issues to be addressed shall include, but shall not be limited to:

- 1) Isolation/security or work areas
- 2) Staff being accompanied upon request
- 3) Personal security alarm systems/cell phones
- 4) Published list of current known unsafe buildings

## **MEMORANDUM OF UNDERSTANDING #33**

*between*

**COMMUNITY THERAPY SERVICES, INC.**

*and*

**MANITOBA ASSOCIATION OF HEALTH CARE  
PROFESSIONALS**

### **RE: SERVICES OUTSIDE OF REGULAR HOURS – WRHA HOME CARE PROGRAM**

The parties agree to form a committee (up to 3 representatives from each party) to discuss the issue of providing services outside of regular Agency hours to clients of the Winnipeg Regional Health Authority Home Care Program.

The committee will consider the manner in which such services may be provided within the provisions of the collective agreement dealing with regular hours and overtime and may make recommendations to the parties.

The committee will hold its first meeting within 30 days of ratification and will conclude its deliberations no later than 120 days thereafter.

**COLLECTIVE AGREEMENT**

*Between*

**COMMUNITY THERAPY SERVICES, INC.**

*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.

April 1, 2014 to March 31, 2018

**Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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

MAHCP Provincial Technical/Professional Recruitment/Retention Planning Committee #4

Grievance Investigation Process #5

Educational Deferred Salary Leave Plan #6

Portability #7

Voluntary Transfers to Vacancies (Portability) #8

Increase of EFT #17

Overpayments #18

Appendix "A" Classifications #19

Health System Sustainability #20

Recruitment and Retention Commitment #21

MAHCP Standardization Process #22

Impact of Rate of Pay Reduction on Pension Plan #27

Regular Hours of Work #28

Inclement Weather #29

Out of Pocket Expenses #30

Workload #31

Working Alone #32

Services Outside of Regular Hours – WRHA Home Care

Program #33

## **MAHCP - COMMUNITY THERAPY SERVICES, INC**

### **SCHEDULE "A"**

April 1, 2014 - 1.5%  
April 1, 2015 - 1.5%  
April 1, 2016 - 2.0%  
April 1, 2017 - 2.0%

In addition, should subsequent collective agreements covering Health Care Sector Professional/Technical employees as represented by another health care Union provide for a higher salary settlement for any classification than that negotiated for the same MAHCP classification, such higher salary will be applied to the same MAHCP classification effective the same date. In the event that another Health Care Union representing Professional Technical employees achieves a general increase to its membership that is greater than that provided to the MAHCP membership that increase will be applied to MAHCP members effective the same date as it is applied to the other Union. This applies to collective agreements with an expiry date of March 31, 2018.

The parties agree to discuss amending the classifications by site as may be required due to changes during the life of the agreement.

## Schedule 'A' - Effective: April 1, 2014

General Increase 1.5%

Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
OCCUPATIONAL THERAPY	Staff Therapist - OT	1950	Hourly	<b>31.524</b>	<b>32.469</b>	<b>33.443</b>	<b>34.447</b>	<b>35.478</b>	<b>36.542</b>	<b>37.273</b>
			Monthly	5,122.65	5,276.21	5,434.49	5,597.64	5,765.18	5,938.08	6,056.86
			Annual	61,471.80	63,314.55	65,213.85	67,171.65	69,182.10	71,256.90	72,682.35
OCCUPATIONAL THERAPY	Senior Therapist - OT	1950	Hourly	<b>34.581</b>	<b>35.615</b>	<b>36.686</b>	<b>37.789</b>	<b>38.921</b>		<b>39.700</b>
			Monthly	5,619.41	5,787.44	5,961.48	6,140.71	6,324.66		6,451.25
			Annual	67,432.95	69,449.25	71,537.70	73,688.55	75,895.95		77,415.00
PHYSIOTHERAPY	Staff Therapist - PT	1950	Hourly	<b>31.524</b>	<b>32.469</b>	<b>33.443</b>	<b>34.447</b>	<b>35.478</b>	<b>36.542</b>	<b>37.273</b>
			Monthly	5,122.65	5,276.21	5,434.49	5,597.64	5,765.18	5,938.08	6,056.86
			Annual	61,471.80	63,314.55	65,213.85	67,171.65	69,182.10	71,256.90	72,682.35
PHYSIOTHERAPY	Senior Therapist - PT	1950	Hourly	<b>34.581</b>	<b>35.615</b>	<b>36.686</b>	<b>37.789</b>	<b>38.921</b>		<b>39.700</b>
			Monthly	5,619.41	5,787.44	5,961.48	6,140.71	6,324.66		6,451.25
			Annual	67,432.95	69,449.25	71,537.70	73,688.55	75,895.95		77,415.00

## Schedule 'A' - Effective: April 1, 2015

General Increase 1.5%

Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
OCCUPATIONAL THERAPY	Staff Therapist - OT	1950	Hourly	<b>31.997</b>	<b>32.956</b>	<b>33.945</b>	<b>34.964</b>	<b>36.010</b>	<b>37.090</b>	<b>37.832</b>
			Monthly	5,199.51	5,355.35	5,516.06	5,681.65	5,851.63	6,027.13	6,147.70
			Annual	62,394.15	64,264.20	66,192.75	68,179.80	70,219.50	72,325.50	73,772.40
OCCUPATIONAL THERAPY	Senior Therapist - OT	1950	Hourly	<b>35.100</b>	<b>36.150</b>	<b>37.236</b>	<b>38.356</b>	<b>39.505</b>		<b>40.295</b>
			Monthly	5,703.75	5,874.38	6,050.85	6,232.85	6,419.56		6,547.94
			Annual	68,445.00	70,492.50	72,610.20	74,794.20	77,034.75		78,575.25
PHYSIOTHERAPY	Staff Therapist - PT	1950	Hourly	<b>31.997</b>	<b>32.956</b>	<b>33.945</b>	<b>34.964</b>	<b>36.010</b>	<b>37.090</b>	<b>37.832</b>
			Monthly	5,199.51	5,355.35	5,516.06	5,681.65	5,851.63	6,027.13	6,147.70
			Annual	62,394.15	64,264.20	66,192.75	68,179.80	70,219.50	72,325.50	73,772.40
PHYSIOTHERAPY	Senior Therapist - PT	1950	Hourly	<b>35.100</b>	<b>36.150</b>	<b>37.236</b>	<b>38.356</b>	<b>39.505</b>		<b>40.295</b>
			Monthly	5,703.75	5,874.38	6,050.85	6,232.85	6,419.56		6,547.94
			Annual	68,445.00	70,492.50	72,610.20	74,794.20	77,034.75		78,575.25

## Schedule 'A' - Effective: April 1, 2016

General Increase 2.0%

Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
OCCUPATIONAL THERAPY	Staff Therapist - OT	1950	Hourly	<b>32.637</b>	<b>33.615</b>	<b>34.624</b>	<b>35.663</b>	<b>36.731</b>	<b>37.832</b>	<b>38.589</b>
			Monthly	5,303.51	5,462.44	5,626.40	5,795.24	5,968.79	6,147.70	6,270.71
			Annual	63,642.15	65,549.25	67,516.80	69,542.85	71,625.45	73,772.40	75,248.55
OCCUPATIONAL THERAPY	Senior Therapist - OT	1950	Hourly	<b>35.802</b>	<b>36.873</b>	<b>37.981</b>	<b>39.123</b>	<b>40.295</b>		<b>41.101</b>
			Monthly	5,817.83	5,991.86	6,171.91	6,357.49	6,547.94		6,678.91
			Annual	69,813.90	71,902.35	74,062.95	76,289.85	78,575.25		80,146.95
PHYSIOTHERAPY	Staff Therapist - PT	1950	Hourly	<b>32.637</b>	<b>33.615</b>	<b>34.624</b>	<b>35.663</b>	<b>36.731</b>	<b>37.832</b>	<b>38.589</b>
			Monthly	5,303.51	5,462.44	5,626.40	5,795.24	5,968.79	6,147.70	6,270.71
			Annual	63,642.15	65,549.25	67,516.80	69,542.85	71,625.45	73,772.40	75,248.55
PHYSIOTHERAPY	Senior Therapist - PT	1950	Hourly	<b>35.802</b>	<b>36.873</b>	<b>37.981</b>	<b>39.123</b>	<b>40.295</b>		<b>41.101</b>
			Monthly	5,817.83	5,991.86	6,171.91	6,357.49	6,547.94		6,678.91
			Annual	69,813.90	71,902.35	74,062.95	76,289.85	78,575.25		80,146.95

## Schedule 'A' - Effective: April 1, 2017

General Increase 2.0%

Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
OCCUPATIONAL THERAPY	Staff Therapist - OT	1950	Hourly	<b>33.289</b>	<b>34.287</b>	<b>35.316</b>	<b>36.376</b>	<b>37.465</b>	<b>38.589</b>	<b>39.360</b>
			Monthly	5,409.46	5,571.64	5,738.85	5,911.10	6,088.06	6,270.71	6,396.00
			Annual	64,913.55	66,859.65	68,866.20	70,933.20	73,056.75	75,248.55	76,752.00
OCCUPATIONAL THERAPY	Senior Therapist - OT	1950	Hourly	<b>36.518</b>	<b>37.610</b>	<b>38.741</b>	<b>39.906</b>	<b>41.101</b>		<b>41.923</b>
			Monthly	5,934.18	6,111.63	6,295.41	6,484.73	6,678.91		6,812.49
			Annual	71,210.10	73,339.50	75,544.95	77,816.70	80,146.95		81,749.85
PHYSIOTHERAPY	Staff Therapist - PT	1950	Hourly	<b>33.289</b>	<b>34.287</b>	<b>35.316</b>	<b>36.376</b>	<b>37.465</b>	<b>38.589</b>	<b>39.360</b>
			Monthly	5,409.46	5,571.64	5,738.85	5,911.10	6,088.06	6,270.71	6,396.00
			Annual	64,913.55	66,859.65	68,866.20	70,933.20	73,056.75	75,248.55	76,752.00
PHYSIOTHERAPY	Senior Therapist - PT	1950	Hourly	<b>36.518</b>	<b>37.610</b>	<b>38.741</b>	<b>39.906</b>	<b>41.101</b>		<b>41.923</b>
			Monthly	5,934.18	6,111.63	6,295.41	6,484.73	6,678.91		6,812.49
			Annual	71,210.10	73,339.50	75,544.95	77,816.70	80,146.95		81,749.85

## **Long Service Step**

# 1 Effective October 1, 2012, a Long Service Step equivalent to two percent (2%) shall be added to Schedule A. Employees shall be eligible for the Long Service Step identified in Schedule A upon completion of the following:

(i) Twenty (20) or more years of continuous service; and

(ii) The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.

# 2 Employees who do not meet the above criteria on October 1, 2012 shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in # 1 above.

Note: For the purpose of # 1 and # 2 continuous service shall be calculated based on calendar years of service.

## **SCHEDULE "B"**

### **ACADEMIC ALLOWANCES**

The Employer shall pay the following non-cumulative amounts in addition to the salaries as per Schedule A, provided such academic attainment is relevant to the position held, is from an accredited institution, and is not a qualification for the position:

- Advanced certification in the appropriate field: \$100.00 per month [prorated on an hourly basis]
- Bachelor of Science degree: \$100.00 per month [prorated on an hourly basis]
- Masters degree: \$150.00 per month [prorated on an hourly basis]
- Doctoral degree: \$300.00 per month [prorated on an hourly basis]

Note: Notwithstanding the above, the Employer confirms that academic allowances currently paid to existing employees, effective June 23, 2000, shall not be discontinued or reduced for the duration of that employee's employment, unless specifically negotiated at a later date.

## **SCHEDULE "C"**

### **Units of Organization**

Occupational Therapy: Home Care Senior Occupational  
Therapy  
Mental Health Program Coordinator

Physiotherapy: Home Care Senior Physiotherapy  
First Nations Physiotherapy Program  
Coordinator  
Beausejour Physiotherapy Department

## SCHEDULE "D"

### REMOTENESS ALLOWANCE

Remoteness Allowances shall be paid to employees subject to the following eligibility criteria and conditions.

A. Eligibility Claim:

An eligibility claim, in the format shown as Appendix 1, for the payment of dependant's or non-dependent rate of allowances shall be submitted to the Employer when first requesting the allowance, and renewed thereafter, if requested by the Employer or where any change in dependants claimed.

B. Non-Dependent or Dependant's Allowance:

Subject to clause 3 that follows, the Non-Dependent Allowance will be paid to employees that have established a residence in a location designated as a Remote Location and who are eligible for the payment of a Remoteness Allowance. Claims for Dependant's Allowance will be subject to the following criteria and conditions:

1. The employee shall be supporting one or more dependants where a dependent includes;
  - a marital partner living with and dependent on the employee for main and continuing support;
  - an unmarried child under 18 years of age;
  - an unmarried child over 18 years of age but under 21 years if in full-time attendance at a school or university or similar educational institution;
  - an unmarried child of any age if mentally disturbed or physically incapable, provided such a child is dependent on the employee for support

2. There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common law arrangement between the marital partners must have been in existence for at least one year prior to the application for Dependant's rate.
  3. Where both spouses are employees of the Hospital and or Departments or Agencies to which these eligibility criteria apply, the Dependent rate shall be paid to one partner only and the other partner will not receive either the Dependent or Non-Dependent rate of Remoteness Allowance.
- C. Location:  
The Remoteness Allowance applicable will be the allowance applicable to CTS.
- D. The Remoteness Allowance for part-time employees shall be paid on a pro-rata share in relation to the normal hours of work.
- E. Limitations:  
The Remoteness Allowances for the various facilities for Non-Dependent or Dependant's as indicated, represent a maximum monthly taxable allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave and as limited in paragraph D above. They are not payable during periods of absence without pay, not payable at "time and a half" or other premium pay scales, nor included as part of regular earnings in calculation of vacation wages on termination of employment.

F. Rates: The biweekly Remoteness Allowance is:

	Effective March 14, 2009		Effective April 1, 2012		Effective April 1, 2013	
	Dependent	Single	Dependent	Single	Dependent	Single
The Pas	\$100.78	\$61.59	\$103.55	\$63.28	\$106.40	\$65.02
Flin Flon	\$107.39	\$66.80	\$110.34	\$68.64	\$113.38	\$70.52

The Employer and the Association further agree that Remoteness Allowance will be paid on the same basis as the Provincial Government employees and that any changes to the Remoteness Allowance rates made by the Provincial Government will equally affect all employees covered under the scope of this Agreement.

## APPENDIX 1

### Province of Manitoba - REMOTENESS ALLOWANCE

#### ELIGIBILITY CLAIM FORM

##### **PART A**

I \_\_\_\_\_ employed by \_\_\_\_\_ declare that for the period from \_\_\_\_\_ to \_\_\_\_\_ according to the Remoteness Allowance Regulations, I am:

Eligible for the Single Remoteness Allowance.  
(Complete A, D and Declaration)

Eligible for the Dependant's Remoteness Allowance.  
(Complete A, B, C, D and Declaration)

Single \_\_\_\_\_ Married \_\_\_\_\_ Other \_\_\_\_\_  
(Give Marital Information)

AND THAT My family home and residence is at \_\_\_\_\_  
(City, Town or Village)

##### **PART B**

###### Marital Information:

My marital partner is living with, and dependent on me for main and continuing support.

My marital partner is employed by \_\_\_\_\_  
She/He will not be claiming either the Dependants rate, or single rate of Remoteness Allowance.

##### **PART C**

###### Other Dependants:

I wish to claim a child who is dependent on me for support, and who is:

- Unmarried and under 18 years of age;
- Unmarried and over 18 years, but under 21 years of age and in full time attendance at a school or university or similar educational institution;
- Unmarried but physically disabled or mentally disturbed.

**PART D**

I undertake to notify the Administration of CTS of any changes that will affect the above declaration, and agree to any adjustments to the amounts of Remoteness Allowance payable arising there from.

**STATUTORY DECLARATION:**

I, \_\_\_\_\_ do solemnly declare that the foregoing Eligibility Claim for Remoteness Allowance is an accurate account of my dependant's status, and make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Manitoba

My Commission expires

Signed \_\_\_\_\_  
(Applicant)

## APPENDIX – A

**Occupational Therapist** – An employee who is registered on the practicing roster of **COTM**.

*Staff Occupational Therapist* - An Occupational Therapist, who formulates, performs, records and consults on treatment procedures and participates in the clinical education/instruction of students, interns, residents, re-entry candidates and/or patients/clients.

*Senior Occupational Therapist* – An Occupational Therapist, who under the direction of the Director of Rehabilitation Services (or designate) performs the duties of a Staff Occupational Therapist on a sole charge basis and who is responsible to develop and implement the Employer’s designated programs in a specific geographic area or facility.

*Charge Occupational Therapist*– An Occupational Therapist who has been delegated responsibility by the Director of Rehabilitation Services for a formally recognized unit of Occupational Therapy within a specific facility or program as listed in Schedule C. (See Note).

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**Physiotherapist** – An employee who is registered on the practicing roster of APM.

*Staff Physiotherapist* - A Physiotherapist, who formulates, performs, records and consults on treatment procedures and participates in the clinical education/instruction of students, interns, residents, re-entry candidates and/or patients/clients.

*Senior Physiotherapist* – An Physiotherapist, who under the direction of the Director of Rehabilitation Services (or designate) perform the duties of a Staff Physiotherapist on a sole charge basis and who is responsible to develop and implement the Employer’s designated programs in a specific geographic area or facility.

*Charge Physiotherapist* – A Physiotherapist who has been delegated responsibility by the Director of Rehabilitation Services for a formally recognized unit of Physiotherapy within a specific facility or program as listed in Schedule C. (See Note).

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**NOTE to apply to all Charge Classifications** - Schedule “C” shall be amended from time to time to reflect change in formally recognized units of organization as determined by the Employer to be necessary and have been implemented in accordance with the provisions of this Agreement.

**NOTE:** In applying the above occupational classification structure, the Employers affirm the following:

- 1) Where current qualifications differ from the above, current incumbents will not be required to seek or obtain registration, degrees or other components of the classification descriptions noted herein.
- 2) Where qualifications are altered during the term of the Agreement, current incumbents will be deemed qualified.

## **APPENDIX – B**

### **ABBREVIATIONS**

COTM – College of Occupational Therapists of Manitoba

CPM – College of Physiotherapists of Manitoba

BSc - Bachelor of Science

MSc – Master of Science

PhD – Doctorate

## **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.



## IMPORTANT PHONE NUMBERS

<b>Health Care Employees Pension Plan (HEPP)</b>	204-942-6591	1-888-842-4233
<b>Manitoba Blue Cross</b>	204-775-0151	
<b>Canada Pension Plan</b>		1-800-277-9914
<b>Community Unemployed Help Centre</b>	204-942-6556	1-866-942-6556
<b>Occupational Health Centre</b>	204-949-0811	1-888-843-1229
<b>Human Rights Commission</b>	204-945-3352	
<b>Workers Compensation Board</b>	204-954-4321	1-800-362-3340
<b>Worker Advisor Office</b>	204-945-5787	1-800-282-8069
<b>Workplace Safety &amp; Health</b>	204-945-3446	1-800-282-8069