

## MAHCP Central Table Bargaining

### Memorandum of Settlement

August 30, 2011

Name **Delete**: The Deer Lodge Centre  
Change to: The Winnipeg Regional Health Authority - Deer Lodge Centre Site  
Note - propose to change name as identified throughout the agreement

Name **Delete** – The Health Sciences Centre Site  
Change to: The Winnipeg Regional Health Authority - Health Sciences Centre Site  
Note - propose to change name as identified throughout the agreement

**207** 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.

*(All Sites)*

#### **2XX NEW (All Sites)**

##### **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.”

**302 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.

*(All Sites)*

**602** **Rehabilitation Centre for Children**  
**Amend** as follows

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.

**614 Amend as follows (All Sites)**

**Add to existing wording**

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.

**701 Nor-Man**

Regular full-time hours of work will be: (see Appendix C)

- a) 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.
- b) 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
- c) Eight (8) consecutive hours per day. An average of eighty (80) hours per bi-weekly period

**Amend Appendix C to include former CTS employees**

Add to existing

- d) **Seven and one half ( $7 \frac{1}{2}$ ) consecutive hours per day. An average of seventy-five (75) hours per bi-weekly period.**

**701 Concordia Hospital**

Add to existing

**Regular hours of work for Physio and Social Work will be:**

- a) **Seven and one half ( $7 \frac{1}{2}$ ) consecutive hours per day.**
- b) **An average of seventy-five (75) hours per bi-weekly period.**

**714 Amend to reflect: (All Sites)**

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.

**805 St. Boniface Hospital**

- e) For time worked on a day not scheduled to work - see Article 709.

**807 Bdn RHA; BRHA RHA, Nor-Man RHA, S.E.H.; DSM BRHA; DSM Nor-Man; and DSM S.E.H. (Also Concordia Hospital and DSM Concordia Hospital Site)**

An employee required to work overtime **without advance notice** for a period in excess of two (2) hours **immediately following her/his regular shift** shall be paid **one non-cumulative meal allowance of seven dollars (\$7.00) effective date of ratification; eight dollars (\$8.00) effective April 1, 2012.**

**All other agreements to remain status quo.**

**904 (b) Brandon RHA; BRHA; DSM NorMan; DSM S.E.H; NorMan; S.E.H.**  
Move 904 (b) to separate Article titled Travel Expenses

**904 b Brandon; Burntwood RHA; DSM Burntwood; DSM Nor-Man; DSM South Eastman; NOR-MAN RHA: South Eastman Health**  
(ii) When traveling on authorized Employer business, the Employer shall reimburse employees **in accordance with the prevailing Province of Manitoba mileage rates**, subject to a minimum payment of six dollars (\$6.00) for a return trip or three dollars (\$3.00) for a one way trip. **The Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.**

**907 St. Boniface Hospital**  
Remove reference to (L)(X)(D)

**1001 b)**  
An employee scheduled and required to work any hours between 2400 hours and 0600 hours, as part of her regular shift, shall be paid a night shift premium of one dollar and seventy five cents(\$1.75) per hour for that entire shift.  
**Effective October 1, 2011 – increase Night shift Premium by \$0.15 per hour.**  
**Effective March 31, 2013 – increase Night Shift Premium by \$0.15 per hour.**  
**(All Sites)**

**1002** A weekend premium of one dollar and thirty five cents (\$1.35) per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.  
**Effective October 1, 2011 – increase Weekend Premium by \$0.15 per hour.**  
**Effective March 31, 2013 – increase Weekend Premium by \$0.15 per hour.**  
**(All Sites)**

**1101** Add:  
**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.**  
**(All Sites)**

**1104** Add:  
**Vacation entitlement for the vacation year following completion of the 3rd, 10th and 20th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.**  
**(All Sites)**

**1105** Delete and replace with  
**One additional weeks' vacation will be granted to an employee in the year of her twentieth (20th) anniversary of her employment and every consecutive five (5) years until termination of her employment. Such additional vacation shall be taken in the vacation year during which the anniversary will occur.**  
**(All Sites)**

- 1106 DSM; NorMan**  
Amend as follows:  
An employee who has not completed one (1) year's continuous employment as of **March 31st** shall be granted a pro-rata vacation.
- 1106 Rehabilitation Centre for Children**  
Amend as follows:  
An employee who has not completed one (1) year's continuous employment as of **March 31st** shall be granted a pro-rata vacation.
- 1107 DSM; NorMan**  
Amend as follows:  
The Employer shall post vacation entitlements not later than **February 1st** each year, and allow employees to express their preference before **March 1st**.
- 1107 DSM Deer Lodge Site; DSM Seven Oaks General Hospital Site; DSM Victoria General Hospital Site**  
Amend as follows:  
The Employer shall post vacation entitlements not later than **February 1st** each year, and allow employees to express their preference before **March 1st**.
- 1107 Seven Oaks General Hospital**  
Amend as follows:  
The Employer shall post vacation entitlements not later than **February 1st** each year, and allow employees to express their preference before **March 1st**.
- 1107 Victoria General Hospital**  
Amend as follows:  
The Employer shall post vacation entitlements not later than **February 1st** each year, and allow employees to express their preference before **March 1st**.
- 1107 Winnipeg Regional Health Authority - Deer Lodge Centre Site**  
Amend as follows:  
The Employer shall post vacation entitlements not later than **February 1st** each year, and allow employees to express their preference before **March 1st**.
- 1108 DSM; NorMan**  
Amend as follows:  
The Employer will post an approved vacation schedule not later than **March 31st**, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.....
- 1108 DSM Deer Lodge Site; DSM Seven Oaks General Hospital Site; DSM Victoria General Hospital Site**  
Amend as follows:

The Employer will post an approved vacation schedule not later than **March 31st**, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.....

**1108 Seven Oaks General Hospital**

Amend as follows:

The Employer will post an approved vacation schedule not later than **March 31st**, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.....

**1108 Victoria General Hospital**

Amend as follows:

The Employer will post an approved vacation schedule not later than **March 31st**, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.....

**1108 Winnipeg Regional Health Authority - Deer Lodge Centre Site**

Amend as follows:

The Employer will post an approved vacation schedule not later than **March 31st**, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.....

**11XX – 3 NEW**

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 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.

(All Sites)

**1206** 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            1 hour**  
**Prior to evening shift      3 hours**  
**Prior to night shift         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.

(All Sites)

**1214 Rehabilitation Centre for Children**

Amend as follows:

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.

- 1303** Delete Article 1303 and replace with:  
**Where travel in excess of two hundred (200) km. (one way travel) is required, bereavement leave, in accordance with 1302, shall be extended by up to two (2) additional working days when required.**

(All Sites)

- 1401** a)  
Louis Riel Day  
Canada Day **July 1**

(All Sites)

- 1401 b)**  
Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation or banked time, or a combination thereof, to a maximum of three (3) days, 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.

**Delete.**

(All Sites)

- 1603 a)**

**Amend as follows:**

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.**

(All Sites)

- 1613** Amend as follows:

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.

(All Sites)

**1701** Parenting Leave  
Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoptive Leave.  
(add) **This article shall also apply to same sex relationships.**

(All Sites)

**1702** (05) c) should she fail to return to work as provided under a) and/or b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.  
Amend:  
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:**

**Monetary value of top up provided**  
(value is based on hours paid at regular  
rate of pay in 6 months prior to leave) X no. of hours not worked  
**Hours of service required to be worked**  
(based on monetary value)

(All Sites)

**1703** Amend to reflect:  
(add) **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.

(add) **This clause shall also apply to “same sex” relationships.**

(All Sites)

#### **U17 XX-1 New**

Effective date of ratification, 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 3 months.

(All Sites)

**1815 Amend as follows**

The Employer will provide the Association with a seniority list within thirty (30) days of the last pay period of 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 Association office.

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

**(SBGH 1816 to be deleted as part of this proposal)**

(All Sites)

- 2102** Part-time employees will be paid four point two five (4.25) 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.

**Change to read four point six two (4.62) percent**

(All Sites)

- 2103** a) Unless otherwise mutually agreed between the employee and the Employer, 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.**

(All Sites)

- 2103 b) NEW**

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

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

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, shall be as follows;

- a) as vacation if that was the Employer's past practice/policy as at December 31, 2010;
- b) as additional vacation pay on any day not scheduled to work;
- c) on annual basis on a payday just prior to or subsequent to the end of the vacation year, dependent on Employer policies.

(All Sites)



**2201 Amend to read**

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.

(All Sites)

**2205 Disability & Rehabilitation Plan**

1. 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 2.3% 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 Disability and Rehabilitation 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.

2. Where an employee has been away from work due to illness for four consecutive weeks the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Union are willing to assist the employee with completion of the documentation/ application should the employee request.
3. Subject to compliance with paragraph 2, 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.

***(Note: Any outstanding grievances on this issue to be withdrawn.)***

***Add as new to CCMB and delete MoU # 24 but maintain the CCMB 180 day elimination period***

(All Sites)

**2208 CancerCare Manitoba**

Delete

**2209 Burntwood RHA; NOR-MAN RHA; South Eastman Health**

Delete current 2209 in NorMan and S.E.H. and replace with the current wording.

Add as new Article

EMS personnel will have an annual credit allocation for requesting uniform issue items. The credit process will be as follows:

Annual credit allocation:

Full and part-time personnel - 1030 credits per year  
Casual / Stand-by personnel - 700 credits per year

Upon hire, a new employee will receive a standard uniform issue as designated by the Employer as identified in RHA policy. The employee will be eligible for the annual credit allocation at the commencement of the next fiscal year.

The replacement of current or previous years damaged RHA issued uniforms as a result of on duty incidents will be at the discretion of the Employer. Replacement of this type does not affect the individual's annual credit allocation.

Credits are available for use as of April 1 of each fiscal year. Credits can only be used in the fiscal year, with no carryover of credits permitted. For purchase of larger cost items, such as a three season jacket, employees must plan their credit usage to ensure that credits are available in the year in which it is needed. Any unused credits as of April 1 will be zeroed out. Personnel hired during the fiscal year will be provided with the uniform issue outlined in policy, with the annual credit only available as of April 1 of the upcoming fiscal year.

Each uniform issue will be assigned a point value, which includes all costs, such as crests, shipping and taxes. Within three (3) months of the ratification, a Regional EMS Uniform committee, comprised of both Association and Management, will recommend to the Employer on items to be added or removed to the credit issue. Additions shall be standardized to compliment the current uniform issue and revised on a yearly basis. All items purchased through the credit system must be selected from the approved list and no personally purchased or selected items will be included under this system,

All uniforms purchased through the credit system remain the property of the RHA and are for the exclusive work related use of the employee to whom they were issued. In the event of staff leaving the RHAs employ, all uniforms must be returned.

Employees must at all times maintain a professional appearance in accordance with RHA policy.

**2209 Burntwood RHA**

**MEMORANDUM OF UNDERSTANDING**

Between

BURNTWOOD REGIONAL HEALTH AUTHORITY

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: Grandfathered Prescription Drugs at Thompson General Hospital

Whereas, the Employer is no longer allowed by law to fill staff drug prescriptions in house without jeopardizing the Employer's continuing participation in provincial drug pricing programs;

And whereas, the Employer and the Association acknowledge that continuing this practice may place hospital pharmacists' license in jeopardy;

And whereas the Employer and the Association acknowledge that the cessation of this practice is in everyone's best interest;

The Employer and the Association hereby agree to the following resolution for this issue:

1. Article 2209 of the 2006 – 2010 Collective Agreement will be deleted effective with the date of ratification date of the new Collective Agreement.

2. All employees who accessed the supplementary Memorandum of Settlement on this issue between January 26, 2009 and August 12, 2011 will be eligible to continue with the benefits of the supplementary Memorandum of Settlement on a grandfathered basis as long as they continue their current employment at Thompson General Hospital.

Those grandfathered employees are:

*Tanya Burnside*

3. The benefits provided under the previous supplementary Memorandum of Settlement dated January 26, 2009 will continue unchanged and are as follows:
  - a. Only receipts submitted from date of ratification on will be eligible for reimbursement;
  - b. Receipts must be submitted to the Pharmacy Department by March 31, June 30, September 30 and December 31 each year;
  - c. Receipts must be for prescriptions for which no other program has paid in full or any portion thereof;
  - d. Receipts must be the official pharmacy receipt, no copies will be accepted; the Employer will make a copy and return the original to the employee;
  - e. Receipts must include the name of the employee, the type of drug, the retail cost and the date filled;
  - f. Only drugs that are on the Hospital formulary will be eligible for reimbursement; determination of drug eligibility will be made by the Employer's Regional Pharmacy Manager.

Any outstanding grievances on this issue will be withdrawn.

#### **22XX Health Spending Account (HSA):**

Effective April 1, 2010, a Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available to top up the existing benefits provided in the HEBP "Enhanced" Extended Health Benefit Plan.

The annual HSA benefit amounts shall be:

April 1, 2010: \$250 for full-time employees\*  
\$125 for part-time employees

April 1, 2011: \$500 for full-time employees\*  
\$250 for part-time employees

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

A "year" or "the annual HSA benefit" is defined as the calendar year – January 1st to December 31st.

In order to be eligible for the HSA an employee must be enrolled in the "Enhanced" Extended Health Care Plan.

New employees hired on or after April 1, 2010, who become enrolled in the "Enhanced" Extended Health Care Plan will commence HSA coverage following one (1) year participation in the "Enhanced" Extended Health Care Plan and the HEBP Dental Plan. (amend for HSC, CCMb, TGH, and DSM HSC & TGH employees\* (subject to specific amendments being agree to by HEBP)

Unutilized HSA monies are not carried over to the subsequent year.

(All Sites)

#### 22XX-4 NEW

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, Recognized Holidays or vacation.

(All Sites)

#### 22XX – 5 New

Employees who are unable to leave the workplace due to road closures, as declared by the Department of Highways shall be provided an area to rest.

(All Sites)

#### 2301 Add:

**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.**

(All Sites)

#### 2305 St. Boniface Hospital

Delete article

#### 2516 d) Amend:

The Employee shall be paid **four point six two percent (4.62%)** of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque;

(All Sites)

#### 23XX – 2 New

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.

(All Sites)

#### 2402 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.

(All Sites)

#### 2506 Delete current language and replace with:

An employee who exercises her seniority rights shall be entitled to a six (6) week or 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.

(All Sites)

**2601** Amend all to read:

The parties hereto agree that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practised by the Employer or any employee by reason of age, religion, race, creed, colour, ethnic or national origin, political or religious affiliation, sex including pregnancy, sexual orientation, marital status, place of residence, family status, physical or mental handicap nor by reason of her membership or non-membership or activity in the union, except as may be allowed under the Manitoba Human Rights Code.

(All Sites)

### **Article XX1 Employment Status**

**XX1 - 01** 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. **(move existing 615)**

**XX1 - 02** An employee means a person employed by the Employer in a position which is included in the bargaining unit. **(move existing wording from 204)**

**XX1- 03** Full-time Employee - means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 7 (Hours of Work). A full-time employee is covered by all provisions of this Agreement, unless otherwise specified. **(move existing wording from 205)**

**XX1- 04** Part-time Employee - means an employee who regularly works less than the hours of work as set out in Article 7 (Hours of Work) on a scheduled and recurring basis. **(move existing wording from 206)**

**XX1-05** 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.

**XX1-06** Temporary Employee - means an employee engaged for a fixed period of time or until completion of a particular project or special assignment. A temporary employee shall not be engaged 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.

### **Article XX2 Temporary Employee**

**XX2 - 01** **(move existing wording from 208; 209 @ CCMB)**

a) Temporary Employee - means an employee as defined under Article XX1-06

- b) A temporary employee hired for a particular project or special assignment may be required to complete the term, project, or assignment for which she was engaged before being considered for another position within the bargaining unit. At the conclusion of the term for which she was engaged, the temporary employee shall be entitled to exercise her seniority rights when applying for vacant positions for which she is qualified. **(not applicable at CTS)**
- c) A temporary employee hired to temporarily replace a permanent employee shall be entitled to exercise her seniority rights to obtain a vacant position for which she is qualified prior to the expiration of her term.
- d) A temporary employee may not be eligible for transfer during her probationary period.
- e) A temporary employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position in the bargaining unit if that position is within a different discipline (laboratory) or specialized area of practice.
- f) A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.
- g) 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.
- h) A temporary employee shall not be terminated and re-hired for the purpose of extending the period of temporary employment in the same position without prior approval of the Association. Where a temporary employee completes her term of employment and is the successful applicant for a different consecutive term position, it shall not be deemed to be an extension of the original term **[temporary in HSC, RCC, WRHA TBMb, WRHA TT]** position.

***Applicable to Bdn RHA, S.E.H., only***

- i) A temporary employee is entitled to all provisions of the collective agreement unless otherwise specified.

**Article XX3 Casual Employee**

**XX3 - 01 (move existing wording from 209; 210 @ BRHA, CCMb, CGH, MHC, VGH)**

Casual Employee - means an employee as defined under Article XX1-05

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

- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
- b) Casual employees shall be paid not less than the start rate 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 10 (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 8 (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. 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.
- g) The Employer agrees to deduct Association dues from casual employees in accordance with Article 18 (Association Security).

- 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 9 (Standby and Callbacks).
- j) Articles 19 and 20, Grievance and Arbitration 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 as listed below casual employees shall accrue seniority for hours worked only for the sole purpose of applying for a job posting relative to other casual employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.  
Effective dates:
 

Bdn RHA	July 21, 2000	BRHA	July 17, 2000
CCMb	July 19, 2000	CGH	July 17, 2000
CTC	August 21, 2003	DLC	August 21, 2003
HSC	July 17, 2000	MHC	July 28, 2000
Nor-Man	August 1, 2000	RCC	August 12, 2004
SBGH	July 17, 2000	SOGH	July 17, 2000
SEMH	July 17, 2000	VGH	July 17, 2000
WRHA BH	August 21, 2003		
- 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 701. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.

**Article XX4 Part Time Employees**

**XX4-1 (move existing wording from 2101, 2001 @ WRHA TT)**

Part-time employees means an employee as defined under Article XX1-04 who 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.

**XX4-2 (move existing wording from 2102, 2002 @ WRHA TT)**

Part-time employees will be paid four point two five (4.25) 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.

**XX4-3 (move existing wording from 2103, 2003 @ WRHA TT)**

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.

**XX4-4 (move existing wording from 2104, 2004 @ WRHA TT)**

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 of such shifts over casual employees. 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 7.

**Bdn RHA, BRHA, Nor-Man, S.E.H. only**

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 over casual employees, with such

preference being given on the following basis within the sites comprising the Regional Health Authority:

- a) first, among those employees within that site;
- b) second, among those employees from other sites comprising the Regional Health Authority.

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 7.

**CGH only**

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 of such shifts over casual employees. Such additional shifts shall be offered on a seniority basis. It is further understood that such additional shifts shall be offered only to the extent that they will not incur any overtime costs to the Employer.

**SBGH only**

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 of such shifts over casual employees, provided that the part-time employee has worked less than the hours of work outlined in Article 701. However, such shifts shall not be construed as a change of shift or a callback.

**XX4-5 (move existing wording from 2105, 2005 @ WRHA TT)**

- 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.

**XX4-6 - VGH only**

A part-time employee will normally be granted an increment within the salary range of her classification as follows:

- a) Annually on her anniversary date if she worked at least 1008 regular hours since her previous anniversary date; or
- b) Otherwise every second year on her anniversary date.

**XX4-6 - BRHA, Nor-Man, SEMH and SOGH only**

Increments for Part-time Employees

(All classifications defined by this collective agreement except Physiotherapy):

A part-time employee shall receive increments (calculated from the date of her last increment or her starting date as the case may be ) on the basis of one (1) increment for each 1343 hours worked or one (1) years' service whichever occurs later. In the case of the increment being given on the basis of 1343 hours worked, it shall be applied to the pay period next following completion of 1343 hours worked.

An employee whose employment status changes from part-time to full-time shall be entitled to receive an increment on the latter of:

- a) one (1) calendar year from the current date of her last increment, or starting date as the case may be; or
- b) on completion of 1343 hours calculated under the formula:  
$$B = 2015 - (A \times 3/2)$$

A = number of hours during which seniority was accrued under part-time status since the date of her last increment, or starting date as the case may be.

B = number of hours remaining to worked as full-time to earn an increment.

**BRHA only**

Increments for Part-time Employees (Effective May 10, 1993 – Physiotherapy classifications only):



All part-time employees shall receive increments (calculated from the date of her last increment or her starting date as the case may be ) on the basis of one (1) increment for each 1300 hours worked or one (1) years' service, whichever occurs later. In the case of the increment being given on the basis of 1300 hours worked, it shall be applied to the pay period next following completion of 1300 hours worked.

**XX4 - 6 – CCMB only**

A part-time employee shall receive increments calculated from the date of her last increment, or her starting date as the case may be, on the basis of one (1) increment for each 1343 hours worked or one year's service, whichever occurs later. In the case of the increment being given on the basis of 1343 hours worked, it shall be applied to the pay period next following completion of 1343 hours worked.

An employee whose employment status changes from part-time to full-time shall be entitled to receive an increment on the later of:

- a) one (1) calendar year from the current date of her last increment, or starting date as the case may be; or
- b) on completion of 2015 hours calculated under the formula:  
 $B = 2015 - (A \times 3/2)$   
A = number of hours during which seniority was accrued under part-time status since the date as the case may be  
B = number of hours remaining to be worked as full-time to earn an increment
- c) on completion of:
  - (i) 1885 hours (Radiation Protection Officers and Nuclear Electronics)
  - (ii) 1820 hours (Medical Devices) calculated under the formula:  
 $B = 1885 \text{ or } 1820 (A \times 3/2)$   
A = Number of hours during which seniority was accrued under part-time status since the date of her last increment, or starting date as the case may be.  
B = Number of hours remaining to be worked as full-time to earn an increment

**MoU # 5**

Re: Technical / Professional Recruitment / Retention Advisory Committee

The parties acknowledge that in order to support the delivery of effective patient/client care/service, 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 Technical / Professional Recruitment / Retention Advisory Committee, with representation from the Employers and the Association. Membership on the Committee will consist of an equal number of representatives of each party, the number of which shall be mutually agreed. The Employer and the Association shall be responsible for their respective salaries and associated costs of the Committee. Other persons may be invited to participate as mutually agreed.

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 and appropriately qualified employees;
- To consider other systemic issues that may be raised by Committee members; and

- To present its findings and recommendations to the Employers, as represented by the Labour Relations Secretariat, (LRS) in order to pursue solutions including but not limited to, funding for areas where recruitment and retention issues are identified.

The Technical / Professional Recruitment / Retention Advisory Committee will commence meeting within ninety (90) days of negotiated agreement.

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 Recruitment / Retention Technical / Professional Advisory Committee will be in existence for the duration of the collective agreement and will be extended if agreed to between the parties.

(All Sites)

**MoU # 6**

The parties agree to continue with the G.I.P. process. They will actively work towards mutual agreement on a grievance investigator.

(All Sites)

**MOU # 14 Phased in Retirement**

**Delete**

(All Sites)

**MOU # 17**

Organization Changes – Impact on the Bargaining Unit

**Delete current wording and replace with the following:**

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

- (a) a process for advising members of the change including content and timing;
- (b) the process by which the change will be implemented including a labour adjustment strategy where the number of bargaining unit members will be affected;
- (c) a process by which the Employer and the Association will communicate throughout the change including a point of contact for each party; and,
- (d) an opportunity for the Association to recommend modifications to the change(s).

(All Sites)

**MOU # 18 Pharmacists Article 505**

**Delete from all agreements except SBGH and WRHA Regional Pharmacy agreements**

**MOU # 19 Disclosure of Practices**

**Delete**

(All Sites)

**MOU #19 St. Boniface Hospital**

Ultrasound Department – Sonography Education

**Delete**

**MOU #20 CancerCare Manitoba**

Re: Accreditation

**Delete**

**MOU #20 DSM Deer Lodge Site**

**MOU #20 DLC**

Amend as follows:

In recognition of length of service, each employee hired prior to May 1, 1988 shall receive an additional five (5) days of vacation on completion of twenty-five (25) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (i.e. 30th, 35th, 40th, etc.). The additional five (5) days shall be granted in the calendar years in which the anniversary date falls and are not cumulative.

This memorandum is applicable to the following employees:

**Janet Bremner**

**MOU #20 Winnipeg Regional Health Authority - Deer Lodge Centre Site**

**MOU #20 DLC**

Amend as follows:

In recognition of length of service, each employee hired prior to May 1, 1988 shall receive an additional five (5) days of vacation on completion of twenty-five (25) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (i.e. 30th, 35th, 40th, etc.). The additional five (5) days shall be granted in the calendar years in which the anniversary date falls and are not cumulative.

This memorandum is applicable to the following employees:

Esther Gill	Kay O'Neil
Wayne Mather	Cathy Atkinson
Kevin Rhuebottom	Gail Burnside
Bonnie Korzeniowski	Clarrisa Roberts

Wayne Mather \*

\* Seconded to WRHA Pharmacy Program

**MOU #20 Winnipeg Regional Health Authority – Health Sciences Centre Site**

Re: Physiotherapists

Amend as follows:

Currently, permanent **evening** positions exist in Physiotherapy Services which provides physiotherapy to critically ill patients at the Centre. If, in the future it becomes necessary to fill this position on a rotating basis, when working in this position, staff shall receive a bonus payment

**MOU # 20 Burntwood RHA**

**Midwives**

**Delete** references to Akua Hinds and Mary Jo Matthews

**MOU # 20 South Eastman Health  
Midwives**

**Amend** Carol Irvine to read as Carol Griffin  
**Delete** Gisele Fontaine

**MOU # 21 BRHA, NorMan (MOU #22) , S.E.H. (MOU #22)**

**Department Assist Course**

**Delete** from RHA agreements and include in DSM Agreement

**MOU #21 St. Boniface Hospital**

Respiratory Assistants

**Typo – should read**

L. Solonyczny

**MOU # 22 Brandon RHA**

**Midwives**

**Delete** reference to Meaghan Moon, Linda Rodden and Sara Turner

**MOU # 22 BRHA**

**Paid Airfare**

**Delete**

**MOU #22 CancerCare Manitoba**

Re: AC(TP) Academic Allowance Application to Existing Staff

**Delete second paragraph.**

**MOU #22 Winnipeg Regional Health Authority – Health Sciences Centre Site**

Re: Pharmaceutical Care Coordinators and Senior Pharmacists

**Delete – Include only in WRHA Pharmacy Agreement**

**MOU # 23 S.E.H.**

**Vita Standby**

**Delete in RHA Agreement**

**MoU #24 CCMB Disability and Rehabilitation**

**Delete and replace with 2205** as amended.

Retain 180 day waiting period as per current CCMB CA Article 1214

**MOU # 24 S.E.H.**

**OT / PT Travel Allowance**

**Delete** reference to Irene Lemoine

**MOU #24 Winnipeg Regional Health Authority – Health Sciences Centre Site**  
Re: Pharmacists (Formerly MGEU) Re: Work Experience Students  
**Delete – Include only in WRHA Pharmacy Agreement**

**MOU # 28 Academic Allowance**  
**Delete**

(All Sites)

**MOU # 28 NorMan; S.E.H.**  
**EMS Uniforms**  
**Delete**

**MOU # 29 Allied Health Classification Structure**  
**Delete**

(All Sites)

**MOU #30 St. Boniface Hospital**  
Lab Technician PIO  
**Delete – Include in DSM agreement**

**NEW Memorandum of Understanding Re: Increase of EFT**

Notwithstanding Article 6 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 7. 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 7 and any pre-approved vacation will be honored 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 Union shall meet on or before May 31st annually to determine if they wish to repeat the EFT adjustment process in the following year. There must be mutual agreement to repeat this process.

(All Sites)

**MOU NEW (Previously E 403)**

This Memorandum of Agreement will not supercede any other Multi-Union/Multi-Employer agreements relating to Emergency or Disaster response.

- (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 8 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 8.

(All Sites)

**E MOU NEW NorMan**

**RE: Self Scheduling and/or Flex Time (Primary Health Care)**

To assist in the provision of optimal client services within the Primary Health setting, the parties agree that the following self-scheduling and/or flex-time guidelines will be observed:

1. Each employee shall submit a work schedule to the Manager on the last day of each month for the following month (i.e. October 31 submit November schedule). On this schedule, each employee will schedule all known after hour meetings/events and will adjust their own work schedule accordingly.
2. Whenever reasonably possible, employees will be given at least two (2) weeks notice of any requests for adjustments in their regular work schedule related to evening and weekend events.
3. Employees shall have two (2) options for adjusting their work schedule which will be determined by the employee each time a change from their regular work schedule is required.

- i) The employee can adjust their hours of work on the day the event is scheduled and maintain a 7.25 hour work day; or
  - ii) The employee can work the regular work day and continue with the evening or weekend event and accumulate the hours worked at regular time with the approval of the manager. Such banked time to be taken off at a mutually agreed upon time between the Employer and the employee.
4. If an employee chooses to adjust their hours of work on the day of the event (option i), overtime will apply if the daily working hours are extended beyond 7.25 hours. The employee is required to complete the Overtime Authorization Form and submit to the Manager for approval.
  5. If an employee chooses to work the regular day and continue with the evening or weekend event (option ii) overtime will not apply. Said time will be banked at regular time.
  6. If the Employee is unable to adjust the regular work day to maintain the 7.25 hour work day (i.e. due to extended travel, or due to extended hours of event, or at Employer's request), the Employee shall be entitled to overtime at 1.5 times for first three hours and 2 times for any additional hours. The employee is required to complete the Overtime Authorization Form and submit to the Manager for approval.
  7. The flex time that is banked at regular time (as per 3 ii) will be tracked and approved by the Manager. This time must be taken as time off only and will not be paid out. Employees will not be able to maintain a combined balance between the overtime bank and the flex time bank of more than 36.25 hours. All flex time must be taken by the end of the fiscal year (March 31).
  8. Throughout the year, the Manager will monitor said banked time and if required will schedule the banked time prior to the end of March 31, in consultation with the employee.
  9. An employee may request to carry forward 21.75 hours to the next fiscal year. Approval of said request will be at the discretion of the Manager.
  10. It is understood by both parties that this is strictly a local issue and is without prejudice or precedent to all other MAHCP Employers.

**U MOU NEW NorMan**

**RE: Rehabilitation Services Compressed Work Week – The Pas**

The parties have agreed, at the request of the employees, to allow a compressed work week comprising of the following:

1. A shift will be considered as 8.33 hours (75 hours bi-weekly divided by 9 days for a total of 8.33 hours per shift). This represents the total number of hours to be worked each shift to allow for the one paid day off in a pay period.
2. Overtime wages will not apply in this circumstance.
3. Employees who wish to work a 7.5 hour shift schedule will be permitted to do so.
4. For full-time employees, whenever a statutory holiday occurs, 7.5 hours will be coded as statutory holiday pay and the remaining 0.83 hours will be coded as unpaid leave of absence. The employee may use banked time to cover the period of leave of absence.
5. This agreement is without prejudice and without precedent.
6. Upon a minimum of sixty (60) days written notice, the Employer or the Association may terminate this agreement and the provisions of the Collective Agreement shall apply.

**E MOU NEW NorMan**

**RE: Emergency Medical Services – Grand Rapids**

Whereas, the NRHA has taken over responsibility of the delivery of ambulance services in Grand Rapids, Manitoba, effective April 1, 2007;

And Whereas, the services were previously provided by Town of Grand Rapids;

Therefore, those former employees of the Town of Grand Rapids who have transferred to the NRHA, shall be placed into the NRHA Technical/ Professional bargaining unit and shall become part of Manitoba Labour Board Certification MLB-5436;

And Therefore, all provisions of the NRHA Technical/Professional collective agreement shall apply to the transferring employees, except certain differing terms as outlined below:

- i) Andrew Hutcheson
- ii) Shawn Sangster

- 1) Payment of Wages – Although the employees do not have the required certification, the employees listed below will be “green circled” at the EMT rate of \$17.536 per hour. This agreement will only continue while the employee is employed in his/her current position in Grand Rapids, Manitoba.
- 2) Qualifications/Certification – As the listed employees do not hold the required certification of an EMT, he/she will not be considered as qualified should the he/she apply for a position that requires that qualification.

This Agreement is without prejudice and without precedent and the parties agree not to refer to the terms hereof nor to the surrounding circumstances in any subsequent proceedings except proceedings to enforce the terms of this Agreement.

**E MOU NEW S.E.H.**

**Re: Emergency Medical Services (EMS) 12 hour Shift**

As the current schedule for Emergency Medical Services (EMS) is non-compliant with the Collective Agreement, The Employer and the association mutually agree that the following conditions and understandings apply regarding the application of the “12 hour” shift schedule pattern effective December 3, 2007:

1. A “12 hour” shift shall consist of 12 paid hours, Overtime rates for rest period and meal periods are waived for the duration of the shift.
2. Coverage on the “12 hour” shift is provided by a Day shift extending from 0700 hours to 1900 hours, and a Night shift extending from 1900 hours to 0700 hours.
3. A shift exchange report with the oncoming EMS staff is required at the end of the day shift. Such report shall not result in additional costs to the Employer.
4. There shall be 28 regular shifts of 12 hours in each (8) week rotation period.
5. Overtime shall be either time worked in excess of twelve (12) hours daily, or in excess of eighty-four (84) hours in a bi-weekly period, such time to have been authorized in such a manner and by such persons as may be directed by the employer.
6. Each “12 hour” shift shall be inclusive of two (2) rest periods as defined in Article 702 of the Collective Agreement. Meal period(s) shall consist of 60 minutes in total with the entire meal period paid at regular time for each “12 hour” shift.
7. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement. Where an employee works a “12 hour” shift, evening and night premiums shall be paid on the basis of actual hours worked during the identified time frames as outlined in Article 1001 (see Article 210). Evening Shift premium is paid for the actual hours worked between 1800 hours and 2400 hours. Night Shift premium is paid for actual hours worked between 2400 hours and 0600 hours.



8. The paid vacation entitlement received under the "12 hour" shift schedule pattern shall correspond exactly in hours to be paid for vacation entitlement in a 7.75 hour shift pattern.
9. An employee required to work on a General Holiday shall be paid at the rate of one and one-half (1.5X) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarter (7.75) hours day in lieu at the basic rate of pay.
10. A full-time employee may accumulate thirty-eight and three-quarter (38.75) hours 7.75 x 5) given in lieu of General Holidays in order to take three (3) consecutive 12 hour shifts off with pay. Such shifts may be added to days off or used to complement scheduled vacation days.
11. Income protection shall be paid in accordance with the scheduled shift hours.
12. In the Administration of the "12 Hour" Shift Memorandum, the provisions of Article 706 a) do not apply.
13. All vacancies will be posted as having a non-compliant shift schedule and such schedule will not form the basis of a grievance.
14. It is recognized that the primary intent of the "12 hour" shift is to provide a compressed bi-weekly work period without increasing costs or decreasing quality of service.
15. Upon a minimum of sixty (60) days written notice, the Employer or the Association may discontinue the non-compliant shift schedule.

**MOU New      DSM**  
**RE: Eight Point Five (8.5) Hour Shifts – Ste. Anne Site (South Eastman Region)**

Note: Eight point five (8.5) hour shifts will only be implemented by agreement between the Employer and the Association.

1. An 8.5 hour shift for employees working seven point seven five (7.75) hours (2015 annual hours) will be 8.5 paid hours to be scheduled at nine point two five (9.25) hours.
2. For full-time employees, there shall be seven (7) 8.5 hour shifts and two (2) nine (9) hours shifts in each biweekly period that will equal the regular hours of the classification as defined in Article 701 (i.e. seventy-seven point five hours).
3. Each shift, as identified above, shall be inclusive of two rest periods as defined in Article 702 of this agreement. The meal period shall consist of forty five (45) minutes in total which is unpaid for each 8.5 hour shift.
4. Overtime shall be authorized time worked in excess of scheduled hours as defined in items 1 and 2 above.
5. Shift Premiums, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement. Where an employee works an evening, night or weekend shift, premiums shall be paid on the basis of actual hours worked as per Article 10.
6. The paid vacation entitlement received under this shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours.
7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half (1 ½) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven point seven five (7.75) hour day in lieu at the basic rate of pay.
8. All provisions of Article 8 shall apply except for Article 801. Article 801 of the collective agreement is replaced by items number 1, 2 and 3 above for the purposes of this memorandum.
9. Income Protection utilization will be calculated in accordance with scheduled hours; e.g. income protection used for an 8.5 hour shift uses 8.5 hours of accumulated income protection.
10. According to Article 13 of the Collective Agreement, pay for bereavement leave will be calculated according to the number of scheduled hours of work missed.

11. In the administration of the 8.5 Hour Shift Memorandum, the provisions of Article 706 a) shall not apply.
12. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.
13. Upon a minimum of sixty (60) days' notice, the Employer or the Association may discontinue the modified shift schedule.

## **MOU XX NEW**

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

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

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

(All Sites)

## **MOU NOR-MAN RHA; South Eastman Health Re EMS Classification Transition Strategy Delete**

### **Wages**

**April 1, 2010 – 0%**  
**April 1, 2011 – 0%**  
**April 1, 2012 – 2.75%**  
**April 1, 2013 – 2.75%**

In addition, should subsequent collective agreements covering Health Care Sector Professional/Technical employees as represented by the MGEU 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. This applies to collective agreements with expiry date of March 31, 2014.

(All Sites)

### 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.

(All Sites)

### MAHCP Standardization Process

The Employer will commit a maximum of \$100,000 to be allocated for the standardization of the following positions:

- spiritual care providers
- HSC Ultrasound Technical Instructor Classification
- Brandon RHA Audiologist Classification

The Employer will further commit a maximum of an additional \$225,000 to be allocated for the standardization of the following positions

- orthopedic technologist

### Multi-Union Market Adjustment Fund.

**Any and all classifications may be referred to the Market Adjustment Fund Committee for consideration. Classifications are not limited to only those identified at the bargaining table.**

The parties to this fund shall be - Labour Relations Secretariat (Representing Professional Technical Employers)

And Manitoba Association of Health Care Professionals (MAHCP)

And Manitoba Government and General Employees Union (MGEU)

And United Food and Commercial Workers Local 832 (UFCW);

**Within 90 days of ratification** the parties (as indicated above) agree to establish a Joint Market Adjustment Committee, the purpose of which shall be to determine what if any classifications warrant a market adjustment based on demonstrable recruitment challenges, retention patterns or wage differentials.

A "Market Adjustment Fund" in the amount of a maximum of 1% of payroll will be allocated for this fund.

Any market rate adjustments will be effective at mutually agreeable dates as decided by the Committee.

Terms of reference to be agreed between the parties at the Committee.

\* The Employer commits that a minimum of \$1.5 M of the available market adjustment funds will be specifically allocated to MAHCP members.

### EMS Classifications Market Adjustment

Applicable to:

Technician Paramedic,

Technician – Intermediate Paramedic  
 Technician – Advanced Paramedic

(i) April 1, 2012 – standardize hourly rates to the following:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Technician - Paramedic</u>	19.582	20.161	20.758	21.371	22.004
<u>Technician – Intermediate Paramedic</u>	21.658	22.301	22.961	23.640	24.338
<u>Technician – Advanced Paramedic</u>	23.054	23.736	24.439	25.165	25.909

(ii) April 1, 2012 - 2.75% General Increase (compounded)

(iii) October 1, 2012 - 1.85% Market Adjustment  
 Add 2% Long Service Step (20 Years)

(iv) April 1, 2013 - 2.75% General Increase

(v) October 1, 2013: Add one 3.00% step\* to salary ranges:  
 For Illustrative Purposes:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6*</u>	<u>20 Yr. Long Serv.</u>
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(vi) October 1, 2014 - 3.00% Market Adjustment

(vii) October 1, 2015 - 3.00% Market Adjustment

(viii) October 1, 2016 - 3.00% Market Adjustment

(ix) October 1, 2017 - 3.00% Market Adjustment

(x) October 1, 2018 - 3.50% Market Adjustment

(xi) October 1, 2019 - 3.60% Market Adjustment

Applicable to:

Technician as per standard monetary settlement

April 1, 2012: 2.75% General Increase

April 1, 2013: 2.75% General Increase

**Northern Isolation/Remoteness Retention Allowance – Burntwood RHA/Burntwood DSM**

The parties agree that an Isolation /Remoteness Retention Allowance shall be payable in a lump sum annually to all MAHCP members (including full-time, part-time and casual) within the Burntwood Regional Health Authority, as follows:

Effective April 1, 2012 \$9,000.00 for each full-time employee

- with the first payment being made March 31, 2013, calculated based on employment up to and including March 31, 2013

The above amount shall be prorated on the basis of all regular hours worked in the previous twelve (12) month period (April 1st of the previous year to March 31<sup>st</sup> of the current year).

The parties further agree that such lump sum payment shall be provided to applicable employees within one (1) pay period of the last date of the bi-weekly period following March 31<sup>st</sup> of each year. This lump sum payment shall be paid on a separate cheque without a surcharge.

**Northern Isolation/Remoteness Retention Allowance – Nor-Man RHA/Nor-Man DSM**

The parties agree that an Isolation /Remoteness Retention Allowance shall be payable in a lump sum annually to all MAHCP members (including full-time, part-time and casual) within the Nor-Man Regional Health Authority, as follows:

Effective April 1, 2012 \$7,000.00 for each full-time employee

- with the first payment being made March 31, 2013, calculated based on employment up to and including March 31, 2013

The above amount shall be prorated on the basis of all regular hours worked in the previous twelve (12) month period (April 1st of the previous year to March 31<sup>st</sup> of the current year).

The parties further agree that such lump sum payment shall be provided to applicable employees within one (1) pay period of the last date of the bi-weekly period following March 31<sup>st</sup> of each year. This lump sum payment shall be paid on a separate cheque without a surcharge

**U 5 NEW BdnRHA CGH HSC MHC SOGH**

Classification of Advanced Orthopedic Technologist and rate of pay to be determined.

To be addressed through CA reclassification request process with assistance from LRS.

**U 15 NEW NorMan; BRHA; Brandon RHA Schedule A**

Add new classification Senior Pharmacy Technician at a rate of pay to be negotiated.

To be addressed through CA reclassification request process with assistance from LRS

**U 16 NEW SBGH Schedule A New Classifications**

Add new classification Senior Cardiology Technologist

SBGH PROPOSAL SENIOR CARDIOLOGY CLASSIFICATION

Whereas Appendix "A" in the collective agreement refers to "Senior Cardiology Technologist"

And, whereas certain cardiology technologists have been assigned duties for ongoing specialized procedures

And, whereas these cardiology technologists are or will be performing ongoing duties of a specialized nature for at least 75% of the time that they are scheduled,

That the Employer include into Schedule "A" the classification of Senior Cardiology Technologist with the appropriate salary scale.

To be addressed through CA reclassification request process with assistance from LRS.

**Schedule A, Appendix A**

All relevant agreements

Re-name the classification of "Technician" to "Medical Laboratory Assistant"

All relevant agreements

Amend "RT" to "MLT"

**Schedule A NorMan; S.E.H.**

Amend titles as follows:

- Technician**
- Technician Paramedic**
- Technician Intermediate Paramedic**

**Schedule A Concordia Hospital**

**Remove** Pharmacy classifications from this agreement

**Schedule A St. Boniface Hospital**

	Classification	Annual Hours	Effective Date	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr
<u>Anesthesia</u>												
Add	Technologist	2015	01-Apr-09	\$29.284	\$30.166	\$31.068	\$32.006	\$32.967	\$33.961	\$34.979		
<u>Laboratory</u>												
Remove	Technician I	Transferred to DSM										
Remove	Technician II	Transferred to DSM										
Remove	Autopsy Technical Assistant	Transferred to DSM										
Remove	Pathology Technician	Transferred to DSM										
Remove	General Duty Technologist	Transferred to DSM										
Remove	Senior Technologist	Transferred to DSM										
Remove	Charge Technologist	Transferred to DSM										
<u>EEG</u>												
Add	Technician	2015	01-Apr-09	\$18.262	\$19.078							
<u>Cardiology</u>												
Remove	Charge GXT Technologist	Classification no longer exists.										
<u>Occupational Therapy</u>												
Add	Clinical Service Leader	1950	01-Apr-09	\$33.290	\$34.287	\$35.316	\$36.374	\$37.464				
<u>Physiotherapy</u>												
Add	Clinical Service Leader	1950	01-Apr-09	\$33.290	\$34.287	\$35.316	\$36.374	\$37.464				
<u>Speech/Language</u>												
Add	Clinical Service Leader	1950	01-Apr-09	\$33.317	\$34.600	\$35.887	\$37.253	\$38.751	\$40.256			
<u>Audiologist</u>												
Change	Audiologist	Change title from "General Duty Audiologist" to "Audiologist" to reflect title correctly.										
Add	Clinical Service Leader		01-Apr-09	\$33.317	\$34.600	\$35.887	\$37.253	\$38.751	\$40.256			
<u>Community Health</u>												
Add	Clinical Service Leader	2015	01-Apr-	\$27.774	\$28.823	\$29.915	\$31.053	\$32.242	\$33.483	\$34.762	\$36.090	\$37.537

			09										
Add	Social Worker/Family Therapist	2015	01-Apr- 09	\$24.802	\$25.812	\$26.872	\$28.013	\$29.191	\$30.384	\$31.496	\$31.722	\$32.833	

**Schedule A St. Boniface Hospital**  
**Amend** Nuclear Medicine From Dept. 6770 to **6780**

**Schedule A Seven Oaks General Hospital**  
**Add** the following agreed to classifications to Schedule A  
PT, OT, Clinical Specialist RT, Professional Leads  
  
**Remove** Pharmacy classifications from this agreement

**Schedule A Winnipeg Regional Health Authority - Deer Lodge Centre Site**  
**Remove** Pharmacy classifications from this agreement

**Schedule A Winnipeg Regional Health Authority - Deer Lodge Centre Site**  
**Delete**  
Music therapist  
Technical Services/Systems Librarians  
Bed Utilization Coordinator  
**Add:**  
Case Coordinator PRIME

**Schedule A Winnipeg Regional Health Authority – Health Sciences Centre Site**  
**Remove** Pharmacy classifications from this agreement

**Appendix C NorMan**  
**Amend** Appendix C to include former CTS employees 1950 hours

**Schedule C DSM**  
**SCHEDULE “C” – Units of Organization**

**Health Sciences Centre Site**

- Clinical Microbiology “A”
- Clinical Microbiology “B”
- Cytogenetics Laboratory
- Cytopathology
- Electron Microscopy
- Clinical Chemistry
- Metabolic Disease Laboratory
- Molecular DNA
- Haematology “A”
- Blood Bank/Haematology “B”
- Histopathology
- Immunology Laboratory

School of Diagnostic Cytotechnology  
Immunogenetics  
Central Services

**St. Boniface Hospital Site**

Biochemistry "A"  
Biochemistry "B"  
Biochemistry "D"  
Biochemistry "E"  
Histopathology  
Cytopathology  
Haematology  
Microbiology "A"  
Microbiology "B"  
Microbiology "C"  
Immunology

**Seven Oaks General Hospital Site and Victoria General Hospital Site**

Biochemistry  
Haematology

**Burntwood, Nor-Man and South Eastman Regions**

Laboratory  
Diagnostic Imaging

**Concordia Hospital Site and Misericordia Health Centre Site**

Laboratory

**Schedule C St. Boniface Hospital**

Diagnostic Imaging - **Move** "Echocardiography" to Non-Invasive Cardiac Diagnostic  
**Delete** "EKG" and replace with "Cardiac Sciences: Non-Invasive Cardiac Diagnostics;  
Echocardiograph

**Schedule D CancerCare Manitoba**

**Delete** Leona St. Onge's name

**Schedule D BRHA; DSM BRHA**

**REMOTENESS ALLOWANCE - BURNTWOOD REGION**

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 Diagnostic Services of Manitoba, Inc. (DSM) 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 the DSM Burntwood Region.

- 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 relative to the DSM Burntwood Region is:

	<b>Dependent</b>	<b>Single</b>
Thompson	133.93	94.08
Leaf Rapids	142.12	88.24
Lynn Lake	146.83	88.90
Gillam	184.20	111.46

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.

**REMOTENESS ALLOWANCE  
ELIGIBILITY CLAIM FORM**

**PART A**

I \_\_\_\_\_ employed by \_\_\_\_\_ (dept) working out of

The DSM Burntwood Region **declare that for the period from** \_\_\_\_\_ **to** \_\_\_\_\_,

**According to the REMOTENESS ALLOWANCE REGULATIONS, I am:**

- Non-Eligible (see Part B)**

- Eligible for the *Single Remoteness Allowance*.
- Eligible for the *Dependent's Remoteness Allowance*. (complete B or C)

My family home and residence is at \_\_\_\_\_

**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 the PROVINCE OF MANITOBA.

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes \_\_\_\_\_

Is she/he receiving:

DEPENDENT'S RATE  SINGLE RATE  NO ALLOWANCE

**PART C – OTHER DEPENDENTS**

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

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

**STATUTORY DECLARATION**

*I understand to notify the Personnel section of my department of any changes that will affect the above declaration and do so solemnly declare that the forgoing eligibility claim for Remoteness Allowance under the provision of the Civil Service regulations is an accurate account of my dependent status, and make this solemn declaration conscientiously believing is to be true, and knowing that it is of the same force and effect as if made under oath.*

DECLARATION BEFORE ME AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

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

My Commission expires \_\_\_\_\_ Signed: \_\_\_\_\_  
(Applicant)

**SCHEDULE "E"**

**REMOTENESS ALLOWANCE – NOR-MAN REGION; DSM**

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 Diagnostic Services of Manitoba, Inc. (DSM) 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 the DSM NOR-MAN Region.

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 relative to the DSM NOR-MAN Region is:

	<b>Dependent</b>	<b>Single</b>
The Pas	89.63	55.77
Flin Flon	84.13	51.41
Snow Lake	120.89	77.10
Cormorant	163.73	100.44
Sherridon	123.01	76.46

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.

- The Pas
- Flin Flon
- Snow Lake
- \_\_\_\_\_ (other)

**APPENDIX 1**

**Remoteness Allowance  
ELIGIBILITY CLAIM FORM**

**PART A**

I \_\_\_\_\_ employed by DSM

working out of \_\_\_\_\_ declare that effective \_\_\_\_\_  
(Headquarters Office)

according to the Remoteness Allowance Regulations, I am

- Non-eligible (see part B)
- Eligible for Single Remoteness Allowance
- Eligible for Dependent's Remoteness Allowance (Completed B and/or C as applicable)
- We are both working for facilities to which these regulations apply and wish to make claim to one-half of the dependent rate.

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

#### **PART B**

- My marital partner is living with and dependent on me for main and continuing support (TD1 required)
- My marital partner is employed by the Province of Manitoba Yes\_\_\_\_ No \_\_\_\_\_

If Yes \_\_\_\_\_  
(Department, Agency, Board or Commission)

Is she/he receiving:

- Dependants Rate
- Single Rate
- No Allowance
- We are both working for facilities at which these regulations apply and wish to make claim to one-half of the dependent rate

#### **PART C – OTHER DEPENDENTS**

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

- Unmarried and **under 18** years of age
- Unmarried and **over 18 years of age, but under 21 years** and in **full time attendance at school** or university of similar educational institution.
- Unmarried of **any age if physically disabled or mentally handicapped.**

#### **STATUTORY DECLARATION**

I undertake to notify Human Resources of any changes that will effect the above declaration and do solemnly declare that the foregoing Eligibility Claim for Remoteness Allowance under the provision of the Civil Service Regulations is an accurate account of my dependent'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 \_\_\_\_\_ 2 \_\_\_\_\_.

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

\_\_\_\_\_  
(A commissioner for Oaths in and for the Province of Manitoba)

My Commission expires \_\_\_\_\_

#### **APPENDIX "A"**

##### **CLASSIFICATIONS**

\* The list will be reviewed and completed during the life of the agreement.

**Cardiology Technologist** - An employee who is a graduate of approved training who has attained certification and is currently registered with the CSCT.

*General Duty Cardiology Technologist* - A working level Cardiology Technologist who may be required to carry out peer/trainee functional instruction.

*Senior Cardiology Technologist* - A Cardiology Technologist who in addition to the duties of a General Duty Cardiology Technologist:

1. Has been delegated supervisory duties for the daily work of assigned staff; and/or
2. Has been assigned the ongoing primary responsibility of maintaining Employer designated programs which may include a teaching program. (A program is neither a test procedure nor a method producing results nor a formally recognized unit of Cardiology organization.); and /or
3. Has been assigned the ongoing responsibility for performing Employer designated "specialized Procedures".

*Cardiology Technician* – An employee who performs assigned routine EKG procedures and who is in training to become a Cardiology Technologist.

A Technician will be required to write the certification examination to become a technologist, when they become eligible. Such examinations must be written within one (1) year from date of eligibility.

A Technician who fails to pass the certification examination must write at the next sitting and advise the Employer in writing with specifics to rewrite, including a date for same. A technician who fails to pass the certification examination a second time of writing shall be terminated with two (2) weeks notice. A technician shall become a technologist on the date she becomes certified and the day of certification shall become her anniversary date for increment purposes.

*Charge Cardiology Technologist* – A Cardiology Technologist who is delegated the overall responsibility for a formally recognized unit of Cardiology organization which is listed in Schedule C (See Note).

---

**Medical Laboratory Technologist** – An employee who is a graduate of an approved training program who has attained certification and is currently actively registered by CMLTM (College of Medical Laboratory Technologists of Manitoba).

*General Duty Technologist* -- A working level Laboratory Technologist who may be required to carry out peer/trainee functional instruction.

*Senior Laboratory Technologist* – A Laboratory Technologist who in addition to the duties of a General Duty Laboratory Technologist:

1. Has been delegated supervisory duties for the daily work of assigned staff; and/or
2. Has been delegated the major ongoing responsibility for a teaching program in the department; and/or
3. Has been assigned the ongoing primary responsibility of maintaining Employer designated programs. (A program is neither a test procedure nor a method producing results nor a formally recognized unit of laboratory organization.); and /or
4. A technologist in a facility which employs not more than one equivalent full-time Laboratory Technologist.

*Charge Laboratory Technologist* - A Technologist who is delegated the overall responsibility for a formally recognized unit of lab organization which is listed in Schedule "C". (See Note)

*Medical Laboratory Assistant* – An employee who under the supervision of a Technologist performs a limited range of specified Laboratory procedures.

---

**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.

**Medical Sonographer** - An employee who is a graduate of an approved school of Medical Sonography who has attained certification and is currently registered with the A.R.D.M.S..

*General Duty Medical Sonographer* - A working level Sonographer who may be required to carry out peer/trainee functional instruction.

*Senior Medical Sonographer* – A Sonographer who in addition to performing General Duty level Sonographer duties is responsible for:

1. The coordination of the teaching program; or
2. Assisting the Charge Medical Sonographer in administrative duties of the section of Ultrasound, supervision of students; and preventative and routine maintenance of equipment; or
3. A Sonographer in a site which employs not more than one (1) equivalent full-time Imaging Technologist.

---

**Radiological Technologist** – A graduate of an approved school of Radiology Technology and who has attained certification and is currently registered with the CAMRT.

*General Duty Radiological Technologist* - A working level Radiological Technologist who may be required to carry out peer/trainee functional instruction.

*Senior Radiological Technologist* - A Radiological Technologist who in addition to the duties of a General Duty Technologist:

1. Has been delegated supervisory duties for the daily work of assigned staff; and/or
2. Has been assigned the ongoing responsibility of performing Employer designated “specialized procedures”; and /or
3. A technologist in a site which employs not more than one equivalent full-time Diagnostic Imaging Technologist.

*Charge Radiological Technologist* - A Technologist who is delegated the overall responsibility for a formally recognized unit of Diagnostic Imaging organization which is listed in Schedule “C”. (See Note)

## **APPENDIX “B”**

### **REGIONAL FACILITIES**

#### **SOUTH EASTMAN REGION**

**Sites:**

- Bethesda Hospital
- Desalaberry Health Centre
- Ste. Anne Hospital
- Vita and District Health Centre

#### **NOR-MAN REGION**

**Sites:**

- The Pas Health Complex

- Snow Lake Medical Nursing Unit
- Flin Flon General Hospital

**BURNTWOOD REGION**

**Sites:**

- Thompson General Hospital
- Gillam Hospital
- Lynn Lake Hospital
- Leaf Rapids Health Centre

**APPENDIX “C”**

**HOURS OF WORK**

Burntwood and Nor-Man Regions

Hours of Work – 1950

Medical Laboratory Assistant (Leaf Rapids)

Hours of Work – 2015

Laboratory:	Medical Laboratory Assistant General Duty Technologist Senior Technologist Charge Technologist
Radiology:	General Duty Technologist Senior Technologist General Duty CT Technologist Senior CT Technologist Technologist (Leaf Rapids) Charge Technologist
Sonographer:	General Duty Sonographer Senior Sonographer
Cardiology:	Technician General Duty Technologist

**Schedule A (List of DSM Classifications)**

**Laboratory**

Medical Laboratory Assistant  
 General Duty Laboratory Technologist  
 Senior Laboratory Technologist  
 Charge laboratory Technologist

General Duty Cytotechnologist  
 Senior Cytotechnologist  
 Charge Cytotechnologist

General Duty Immunogenetics Technologist (Certified)  
 Senior Immunogenetics Technologist (Certified)  
 Charge Immunogenetics Technologist (Certified)

General Duty Cytogenetics Technologist  
 Senior Cytogenetics Technologist  
 Charge Cytogenetics Technologist

Autopsy Technical Assistant

Surgical Pathology Assistant  
Senior Surgical Pathology Assistant

**Radiology**

Radiology Technician  
General Duty Radiology Technologist  
Senior Radiology Technologist  
Charge Radiology Technologist

**Sonography**

General Duty Sonographer  
Senior Sonographer

**Cardiology**

Cardiology Technician  
General Duty Cardiology Technologist  
Senior Cardiology Technologist

**NOTE TO SCHEDULE “A” (DSM ONLY)**

It is acknowledged that the following individuals have been classified on a Present Incumbent Only basis as shown below:

Microbiology (St. Boniface Hospital Site) – One (1) of the three (3) Charge positions (employee not identified)

Immunology (St. Boniface Hospital Site) – D. Workman to be classified as Senior Technologist on a PIO basis.

Biochemistry (St. Boniface Hospital Site) – K. Ryan to be classified as a Research Technician on a PIO basis.

**Memorandum of Understanding Re: Resolution of “Application of Seniority – One Collective Agreement”**

The parties agree to meet as soon as possible but no later than ninety (90) days following the ratification of the Diagnostic Services of Manitoba, Inc. Collective Agreement.

The parties will meet to resolve the issues relating to the “Application of Seniority – One Collective Agreement” and conclude a Memorandum that will be acceptable to both parties.