## **MEMORANDUM OF SETTLEMENT**

# AGREED TO AMENDMENTS TO THE COLLECTIVE AGREEMENT

## BETWEEN

# EMPLOYERS REPRESENTED BY THE LABOUR RELATIONS SECRETARIAT

And

THE MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS (MAHCP)

E Pharm Clarity re: Riverview Health Centre Pharmacy

Needs to be included as a part of the Pharmacy Program

Agreed October 17, 2014, 1532 hrs., Association Document # 4.

Agreed to Document # 2

E

Delete all references to DLC as there is no longer any DSM staff based at DLC

**DSM** 

Agreed October 17, 2014, 1532 hrs., Association Document # 4.

Agreed to Document # 2

E NRHA The Employer wishes to negotiate a single consolidated collective agreement that

would apply to all MAHCP employees within NRHA.

Agreed October 17, 2014, 1532 hrs., Association Document # 4.

Agreed to Document # 2

Ε

The Employers would like to discuss standardizing the numbering across agreements wherever possible

Agreed October 17, 2014, 1532 hrs., Association Document # 4.

Agreed to Document # 2

E 101

NorMan

The Employer recognizes the Association as the sole bargaining agent for employees in the bargaining units defined in the Manitoba Labour Board Certificate MLB-5436 subsequent amendments thereto.

#### **BRHA**

The Employer recognizes the Association as the sole bargaining agent for employees in the bargaining units defined in the Manitoba Labour Board Certificate MLB-5494 subsequent amendments thereto.

Editorial amendments suggested as follows:

Amend to reference new certificate number

The Employer recognizes the Association as the sole bargaining agent for employees in the bargaining units defined in the Manitoba Labour Board Certificate MLB-6885 subsequent amendments thereto.

Agreed October 31, 2014, 1115 hrs., Association Document # 6. Agreed to Document # 2

E 105

Nothing in this Agreement shall be construed as an abridgement or restriction of any employee's constitutional rights or of any right conferred in an Act of the Legislative Assembly of the Province of Manitoba or an Act of the Parliament of Canada.

Delete in DSM as no longer any DSM employees at that site.

Agreed October 31, 2014, 1115 hrs., Association Document # 6.

Agreed to Document # 2

E 203-1

Remove all acronym lists from all agreements and include as an appendix to the CA that will be titled "Abbreviations".

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 2

E 203 # 2 DSM RT – Registered Technologist (certified by & currently registered with CSMLS)

Delete

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 2

E 203 # 3 DSM RT(CG) – Registered Technologist – Cytogenetics

RT (CG) - Delete;

Agreed October 17, 2014, 1532 hrs., Association Document # 4.

Agreed to Document # 2

E 204 #2

NEW Add to 204 in all agreements

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

Agreed December 3, 2014, 1130 hrs., Employer Document #9.

Agreed to Document # 2

U 2XX # 1

NEW

ALL

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

Agreed October 17, 2014, 0925 hrs., Employer Document # 3.

Agreed to Document # 1

U 2XX #2

**MOVE CLAUSE 1005 TO ARTICLE 2** 

ALL

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

Agreed October 17, 2014, 0925 hrs., Employer Document # 3.

Agreed to Document # 1

E 306

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.

Amend as follows (tied to 401 a)

**306** Temporary means an employee **hired into a term position** for a fixed period of time or until completion of a particular project of special assignment.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 2

## E 401 a) Temporary Employee - means an employee as defined under Article 306

Amend as follows (moved from 306) (tied to 306 above)

Temporary Employee - means an employee as defined under Article 306. A temporary employee shall not be engaged hired for a period greater than fifty-four (54) weeks unless mutually agreed by the Association and the Employer. (This provision shall not apply in situations where an employee is absent indefinitely due to illness, injury or WCB claim.) In these cases, the maximum duration of such leave and the maximum duration of the term of employment to replace that employee shall be twenty-four (24) months. Such employee is covered by the terms of this Agreement.

For situations related to WCB and / or illness and / or accident and / or Maternity / Parental Leave, Compassionate Care Leave or where there is a term vacancy due to leave for public office where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire upon the return of the current incumbent to his position, subject to a minimum of forty-eight (48) hours' notice. Any term positions directly resulting from the above procedure will be posted in the same manner.

Agreed October 30, 2014, 1335 hrs., Employer Document # 5 . Agreed to Document # 2

## U 401 e) AMEND

ALL

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.

Agreed October 17, 2014, 0925 hrs., Employer Document # 3. Agreed to Document # 1

## U 401 g) All Amend to Read:

A term employee who is awarded a position and who commences employment within six (6) weeks of termination of their previous position will be entitled to transfer of benefits from their previous position to their new position as specified below:

- a) accumulated income protection benefits;
- b) length of employment applicable to rate at which vacation is earned;
- c) length of employment applicable to pre-retirement leave;
- d) length of employment applicable for qualification for the Magic 80 pension provisions;
- f) length of employment applicable to next increment date;
- g) continuation of all Benefit Plans subject to reapplication in accordance with HEB plan rules;
- h) seniority credits.

Agreed January 30, 2015, 1545 hrs., Association Document # 20. Agreed to Document # 5

#### E 501 Amend as follows:

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 22 (Association Security). In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 2

## E 501 I) DSM

Effective July 17, 2000 except where a different date is 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:

Deer Lodge Centre Site

August 21, 2003

Misericordia Health Centre

July 28, 2000

Nor-Man Region

August 1, 2000

Editorial amendments suggested as follows:

Delete reference to DLC; no DSM employees at DLC.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

### E 601 BRHA

HSC, AM, Brst Hith, CCMB, CTS, CH, Corp, DLC, DSM, MHC, NorMan, Pharm,

RCC, SGH, SOGH, VGH

Part-time employee means an employee as defined under Article 304. Part-time employees shall be covered by all provisions of this Agreement, unless otherwise specified, and will receive a prorata share of salary, annual vacations, income protection credits and pre-retirement leave.

#### BRHA

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

Standardize Northern RHA to read identical to rest of province.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

## E 603 b) iii) Gramma

#### Grammatical amendment as follows:

on an annual basis on a payday just prior to or subsequent to the end of the vacation year, dependent on Employer policies.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

#### E 604

Amend as follows: HSC; AM; Brst Hith; CCMB; CH; CTS; Corp; DLC; DSM; MHC; Pharm; RCC; SBH; SOGH; VGH

Part-time employees who make it known to the Employer, in writing, that they are willing to work occasional additional shifts shall be given preference for such shifts at their site over casual employees, provided such written notice is provided prior to the shift being awarded to a casual employee. However, such shifts shall not be construed as a change of shift or a callback provided that the part-time employee has worked less than the hours of work outlined in Article 11.

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

#### **NRHA**

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 at their site, with such preference being given on the following basis within the sites comprising the Region:

I. first, among those employees within that site;

ii. second, among those employees from other sites comprising the Region; provided such written notice is provided prior to the shift being awarded to a casual employee.

However, such shifts shall not be construed as a change of shift or a callback, provided that the part-time employee has worked less than the hours of work outlined in Article 11.

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

Agreed January 30, 2015, 1545 hrs., Association Document # 20. Agreed to Document # 5

# E 702 b) HSC, AM, Brst Hith, CCMB, CTS, CH, Corp, DSM, MHC, NRHA (BRHA / NorMan), Pharm, RCC, SBH, SOGH, VGH

Where the Association objects to the wage rate for a new or altered classification established by the Employer, negotiations or the Arbitration Procedure set out in Article 24 must be utilized to resolve the difference within sixty (60) calendar days following the Employer notifying the Association in a) above, then the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range. Failing agreement, the matter may be referred to the Grievance Investigation Procedure and if still unresolved then to arbitration in accordance with Article 20 - Arbitration.

#### Amend as follows:

Where the Association objects to the wage rate for a new or altered classification established by the Employer, as referenced in a) above, the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range within 30 days. Failing such agreement, the matter shall be referred to arbitration in accordance with Article 20 - Arbitration.

Agreed December 4, 2014, 1325 hrs., Association Document # 10. Agreed to Document # 3

## U 703 HSC, DSM, NRHA (BRHA / NorMan), Pharm

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

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

Additional at DSM, NRHA (BRHA / NorMan)

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

<u>AM</u>

The Employer agrees to provide the Association with a current copy of job descriptions for all classifications in the bargaining unit within sixty (60) calendar days of signing this agreement.

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

## Brst Hlth, Corp, DLC, RCC, VGH

The Employer agrees to provide the Association with a copy of the <u>current</u> job descriptions for all classifications in the <u>bargaining unit</u> within sixty (60) calendar days of signing.

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

#### <u>CCMB</u>

The Employer agrees to provide the Association with a current copy of job descriptions for all classifications which fall within the scope of this Agreement within one hundred and twenty (120) days of signing.

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

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

#### CH

The Employer further agrees to provide the Association and the affected employee(s) with copies of any subsequent amendments to these job descriptions within sixty (60) following their revision.

#### **CTS**

When the Employer is making changes to any position description it will provide the Association with notice of the changes no less than 30 days prior to the implementation date. The Employer agrees to meet with the affected Employees and the Association to discuss the changes.

## MHC, SOGH

The Employer agrees to provide the Association with a current copy of job descriptions for all classifications for which the Association is the certified bargaining agent within sixty (60) days of signing of the Collective Agreement.

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

## **SBH**

The Employer agrees to provide the Association and the affected employee(s) with copies of job descriptions for newly created positions and with copies of amended job descriptions within thirty (30) calendar days following their creation or amendment.

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

#### Amend all except CTS:

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

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

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

## Agreed December 4, 2014, 1325 hrs., Association Document # 10. Agreed to Document # 3

## E 803

Move language from MoU # 21 into new Article 803

- 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 12 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 12.

Move to a new article (number of the article to be determined and to be named Emergency/Disaster).

Agreed October 31, 2014, 1115 hrs., Association Document # 6. Agreed to Document # 2

## U 904 ALL

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

Agreed October 22, 2015, 1125 hrs., Association Document # 38 Agreed to Document # 6

#### E 907

## HSC, DSM

Equivalent gross annual rates shall be calculated as follows:

Annual rates = gross hourly rates x 2015

Annual rates = gross hourly rates x 1950

Annual rates = gross hourly rates x 2080

## AM, Brst Hith, Corp, DLC, MHC

Equivalent gross annual rates shall be calculated as follows:

Annual rates = gross hourly rates x 2015

Annual rates = gross hourly rates x 1950

#### **BRHA**

Equivalent gross annual rates shall be calculated as follows:

Annual rates = hourly rates x 1885

Annual rates = hourly rates x 1950

Annual rates = hourly rates x 2015

Annual rates = hourly rates x 2080

#### CCMb

Equivalent gross hourly rates shall be calculated as follows:

a) Radiation Therapists, Physics Associate, Laboratory Technologists, Mould Room Technicians - Annual Rate

2015

b) Radiation Protection Officers Annual Rate 1885

c) Medical Devices Personnel Annual Rate 1820

d) Nuclear Electronics Annual Rate 1885

#### CH. Pharm. SOGH. VGH.

Equivalent gross annual rates shall be calculated as follows: gross annual rates = gross hourly rates x 2015

### CTS, RCC

Equivalent gross annual rates shall be calculated as follows: Annual rates = hourly rates x 1950

### NorMan

Equivalent gross annual rates shall be calculated as follows:

Annual rates = hourly rates x 1885

Annual rates = hourly rates x 2015

Annual rates = hourly rates x 2080

Equivalent gross annual rates shall be calculated as follows:

(L) (X) Annual rates = gross hourly rates x 2015

(P) (D) Annual rates = gross hourly rates x 1950

Pharm, (CVT), (H), (Perfusionist) Annual rates = gross hourly rates x 2080

## Amend all to read as follows:

Equivalent gross annual rates shall be calculated as follows:

Annual rates = gross hourly rates x annual hours as per Schedule A This includes deleting L, X, P, D in St B CA

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

#### E 908 Amend as follows:

(907 @STB)

An employee shall be entitled to payment of all wages, vacation pay and other benefits within five (5) working days on the next payroll processing date after termination or death.

Agreed October 31, 2014, 1115 hrs., Association Document # 6. Agreed to Document # 2

E 10

Change title to "Seniority" and include only Articles 1001-1004.

Articles 1005-1014 to be placed under new Article titled, "Vacancies, Term Positions, and **New Positions** 

Agreed October 31, 2014, 1115 hrs., Association Document # 6. Agreed to Document # 2

#### U 1012 Amend

During the trial period, if the employee proves to be unsatisfactory in the new position, or if she wishes to revert voluntarily, she shall be returned to her former position if reasonably possible. All other employees so affected shall be returned to their former positions if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification, employment status and step on scale including any increments or general increases that occurred during that period.

Agreed December 3, 2014, 1130 hrs., Employer Document # 9. Agreed to Document # 2

#### U 1013 Amend

An A full-time or part-time employee, not applicable to other than a temporary employee, who accepts a term position, will be returned to her former position at the completion of the term position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status and step on scale including any increments or general increases that occurred during that period.

#### **Northern RHA**

An-A full-time or part-time employee, not applicable to other than a temporary employee, who accepts a term position, will be returned to her former position at the completion of the term position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification, employment status, and step on scale including any increments or general increases that occurred during that period and where reasonably possible site (for the Community Health Program: location, and then site)

#### **DSM**

An A full-time or part-time employee, not applicable to other than a temporary employee, who accepts a term position, will be returned to her former position at the completion of the term position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification, employment status, and step on scale including any increments or general increases that occurred during that period and where reasonably possible, site.

With the clarification that the first paragraph is 1013 a) for DSM and the bullet labeled DSM is actually 1013 b) for DSM

Agreed December 3, 2014, 1130 hrs., Employer Document # 9. Agreed to Document # 2

## E 1015 BRHA

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.

## Delete

Duplication of 301 and should have been deleted in previous CA

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

### E 1101

#### **HSC**

Regular full-time hours of work shall be:

- a) seven and three-quarter (7 %) consecutive hours per day, an average of seventy-seven and one-half (77 ½) hours per bi-weekly period.
- b) seven and one half (7 ½) consecutive hours per day, an average of seventy-five (75) hours per bi-weekly period.
- c) eight (8) consecutive hours per day, an average of eighty (80) hours per bi-weekly period.

#### AM

Regular full-time hours of work will be:

- a) Seven and three-quarter (7 3/4) consecutive hours per day.
- b) An average of seventy-seven and one-half (77 ½) hours per bi-weekly period.

#### BH

Regular full-time hours of work shall be:

- a) seven and one-half (7 ½) hours per day; and
- b) seventy five (75) hours per bi-weekly period, excluding meal periods.

#### **CCMb**

Regular hours of work for all full-time employees shall be:

- a) seven and three-quarter (7 ¾) consecutive hours per day and;
- b) an average of seventy-seven and one half (77 ½) hours per bi-weekly period.

## Except the following:

Regular hours of work for Radiation Protection Officers:

- i) Seven and one-quarter (7 1/4) consecutive hours per day and;
- ii) An average of seventy-two and one-half (72 ½) hours per bi-weekly period.

Regular hours of work for Medical Devices Personnel:

- i) Seven (7) consecutive hours per day and;
- ii) An average of seventy (70) hours per bi-weekly period.

Regular hours of work for Nuclear Electronics Technologists:

- i) Seven and one-quarter (7½) consecutive hours per day and;
- ii) An average of seventy-two and one-half (72 ½) hours per bi-weekly period.

#### <u>BRHA</u>

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

- a) Seven and three-quarter (7 ¾) consecutive hours per day; An average of seventy-two and one-half (77 ½) hours per bi-weekly period.
- b) Seven and one-quarter (7 ¼) consecutive hours per day; An average of seventy-two and one-half (72 ½) hours per bi-weekly period.
- c) Eight (8) consecutive hours per day; An average of eighty (80) hours per bi-weekly period.
- d) Seven and one-half (7 ½) consecutive hours per day; An average of seventy-five (75) hours per bi-weekly period.

### CH

Regular hours of work will be:

- a) Seven and three-quarter (7 3/4) consecutive hours per day:
- b) An average of seventy-seven and one-half (77 ½) hours per bi-weekly period.

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

- a) Seven and one half (7 ½) consecutive hours per day.
- b) An average of seventy-five (75) hours per bi-weekly period.

### Corp

Regular full-time hours of work shall be:

- a) Seven and three-quarter (7 ¾) consecutive hours per day, an average of seventy-seven and one-half (77 ½) hours per bi-weekly period.
- b) seven and one half (7 ½) consecutive hours per day, an average of seventy-five (75) hours per bi-weekly period.

### <u>CTS</u>

Regular hours of work shall consist of:

- a) Seven and one-half (7 ½) hours per day except as modified below. In addition, regular hours of work shall consist of those budgeted weekly hours of work as allocated by the Employer with the proviso that therapists may arrange their hours of work in a manner that:
  - i) is approved by the Employer;
  - ii) does not conflict with assigned caseload requirement, and;
  - iii) does not result in overtime to the Employer.
- b) Seventy-five (75) hours per biweekly pay period excluding meal periods but including rest periods

#### DLC

Regular full-time hours of work will be:

- a) Seven and three-quarter (7 ¾) consecutive hours per day. An average of seventy-seven and one-half (77 ½) hours per bi-weekly period.
- b) Seven and one-half (7 ½) consecutive hours per day. An average of seventy-five (75) hours per bi-weekly period.

#### DSM

## a) Applicable to all DSM Sites and Regions, except as noted below:

Regular full-time hours of work shall be:

- i) Seven and three-quarter (7 ¾) consecutive hours per day, an average of seventy-seven and one-half (77 ½) hours per bi-weekly period.
- ii) Seven and one half (7 ½) consecutive hours per day, an average of seventy-five (75) hours per bi-weekly period.
- iii) Eight (8) consecutive hours per day, an aver-age of eighty (80) hours per bi-weekly period.

## b) VGH, SOGH and DLC only:

Regular full-time hours of work will be:

- i) Seven and three-quarter (7¾) consecutive hours per day. An average of seventy-seven and one-half (77 ½) hours per bi-weekly period.
- ii) Seven and one-half (7 ½) consecutive hours per day. An average of seventy-five (75) hours per bi-weekly period.

### c) SBH only:

Regular Annual Full-time hours of work will be: (see Schedule "A")

i) 1950 Annual Hours

Regular hours of work shall consist of:

- A) seven and one-half (7 1/2) hours per day (or shift) and;
- B) seventy-five (75) hours per bi-weekly period, excluding meal periods but including rest periods.
- ii) 2015 Annual Hours

Regular hours of work shall consist of:

- A) seven and three-quarter (7 ¾) hours per day (or shift) and;
- B) seventy-seven and one-half (77 ½) hours per bi-weekly period, excluding meal periods but including rest periods
- iii) 2080 Annual Hours

Regular hours of work shall consist of:

- A) eight (8) hours per day (or shift) and;
- B) eighty (80) hours per bi-weekly period, excluding meal periods but including rest periods.

#### d) MHC only:

Regular Annual Full-time hours of work will be: (see Schedule "A")

i) 1950 Annual Hours

Regular hours of work shall consist of:

- A) Seven and one-half (7 ½) consecutive hours per day; and
- B) An average of seventy-five (75) hours per bi-weekly period; and,
- ii) 2015 Annual Hours

Regular hours of work shall consist of:

- A) Seven and three-quarter (7 3/4) consecutive hours per day; and
- B) An average of seventy-seven and one-half (77 ½) hours per bi-weekly period.

## e) Burntwood Region only:

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

- i) Seven and three-quarter (7 ¾) consecutive hours per day; An average of seventy-two and one-half (77 ½) hours per bi-weekly period.
- ii) Seven and one-quarter (7 ½) consecutive hours per day; An average of seventy-two and one-half (72 ½) hours per bi-weekly period.
- iii) Eight (8) consecutive hours per day; An average of eighty (80) hours per bi-weekly period.
- iv) Seven and one-half (7 ½) consecutive hours per day; An average of seventy-five (75) hours per bi-weekly period.

## f) Nor-Man Region only:

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

- i) Seven and three-quarter (7 ¾) consecutive hours per day. An average of seventy-seven and one-half (77 ½) hours per bi-weekly period.
- ii) Seven and one-quarter (7 ½) consecutive hours per day. An average of seventy-two and one-half (72 ½) hours per bi-weekly period
- iii) Eight (8) consecutive hours per day. An average of eighty (80) hours per bi-weekly period

## g) South Eastman Region only:

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

- i) Seven and three-quarter (7 %) consecutive hours per day. An average of seventy-seven and one-half (77 ½) hours per bi-weekly period.
- ii) Seven and one-half (7 ½) consecutive hours per day. An average of seventy-five (75) hours per bi-weekly period.
- iii) Seven and one-quarter (7 ½) consecutive hours per day. An average of seventy-two and one-half (72 ½) hours per bi-weekly period.

## **MHC**

Regular Annual Full-time hours of work will be: (see Schedule "A")

## a) 1950 Annual Hours

Regular hours of work shall consist of:

- i) Seven and one-half (7 ½) consecutive hours per day; and
- ii) An average of seventy-five (75) hours per bi-weekly period; and,

### b) 2015 Annual Hours

Regular hours of work shall consist of:

- i) Seven and three-quarter (7 ¾) consecutive hours per day; and
- ii) An average of seventy-seven and one-half (77 ½) hours per bi-weekly period.

#### NorMan

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

- a) Seven and three-quarter (7 ¾) consecutive hours per day. An average of seventy-seven and one-half (77 ½) hours per bi-weekly period.
- b) Seven and one-quarter (7 ½) consecutive hours per day. An average of seventy-two and one-half (72 ½) hours per bi-weekly period.
- c) Eight (8) consecutive hours per day. An average of eighty (80) hours per bi-weekly period.
- d) Seven and one half (7½) consecutive hours per day. An average of seventy-five (75) hours per bi-weekly period.

#### Pharm

1101 Regular hours of work will be:

- a) Seven and three-quarter (7 ¾) consecutive hours per day;
- b) An average of seventy-seven and one-half (77 ½) hours per bi-weekly period.

## **RCC**

Regular full-time hours of work will be:

- a) Seven and one half (7 ½) consecutive hours per day.
- b) An average of seventy five (75) hours per bi-weekly period.

#### SBH

Regular Annual Full-time hours of work will be: (see Schedule "A")

a) 1950 Annual Hours

Regular hours of work shall consist of:

- i) seven and one-half (71/2) hours per day (or shift) and;
- ii) seventy-five (75) hours per bi-weekly period, excluding meal periods but including rest periods.

## b) 2015 Annual Hours

Regular hours of work shall consist of:

i) seven and three-quarter (7 ¾) hours per day (or shift) and;

ii) seventy-seven and one-half (77 ½) hours per bi-weekly period, excluding meal periods but including rest periods

## c) 2080 Annual Hours

Regular hours of work shall consist of:

i) eight (8) hours per day (or shift) and;

ii) eighty (80) hours per bi-weekly period, excluding meal periods but including rest periods.

## **SOGH**

Regular full-time hours of work will be:

a) Seven and three-quarter (7 3/4) consecutive hours per day

b) An average of seventy-seven and one-half (77 ½) hours per bi-weekly pay period.

#### <u>VGH</u>

Regular full-time hours of work will be:

a) Seven and three-quarter (7 3/4) consecutive hours per day; and

b) An average of seventy-seven and one-half (77 ½) hours per bi-weekly period.

Amend all collective agreements to read as follows; (amend numbering where needed)

1101 Regular hours of work will be (See Schedule A):

a) 2015 annual hours

seven and three-quarter (7 ¾) consecutive hours per day, an average of seventy-seven and one-half (77 ½) hours per bi-weekly period. OR

b) 1950 annual hours

seven and one half (7 ½) consecutive hours per day, an average of seventy-five (75) hours per bi-weekly period. OR

c) 1885 annual hours

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

d) 2080 annual hours

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

as is applicable to the classification.

Agreed May 14, 2015, 1320 hrs., Employer Document # 29. Agreed to Document # 5

## E 1102 HSC, Brst Hith, CCMb, Corp, NRHA (BRHA / NorMan), RCC

Regular hours of work shall be deemed to:

a) Include a rest period of twenty (20) minutes to be scheduled by the Employer during each continuous three hour period of duty

b) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.

### AM, CH, DLC

Regular hours of work shall be deemed to:

a) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three (3) hour period of duty

b) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.

#### CTS

A thirty (30) minute meal period shall be allocated by the Employer for each employee during each work day.

Two (2) fifteen (15) minute rest periods shall be allocated by the Employer for each employee during each work day.

#### **DSM**

a) Applicable to all DSM Sites and Regions, except as noted below:

Regular hours of work shall be deemed to:

- i) Include a rest period of twenty (20) minutes to be scheduled by the Employer during each continuous three hour period of duty.
- ii) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.
- b) Misericordia Health Centre only:

Regular hours of work shall be deemed to:

- i) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three hour period of duty.
- ii) Exclude a meal period of thirty (30) minutes for all other defined classifications covered by this Collective Agreement, to be scheduled by the Employer during each working day.
- c) Concordia Hospital only:

Regular hours of work shall be deemed to:

- i) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three (3) hour period of duty.
- ii) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.
- d) St. Boniface Hospital only:

A thirty (30) minute meal period shall be scheduled by the Employer for each employee during each work day.

A fifteen (15) minute rest period shall be allocated by the Employer for each employee during each continuous three (3) hour period of work.

During evening and night shifts, regular hours shall include meal periods and rest periods.

e) Deer Lodge Centre only:

Regular hours of work shall be deemed to:

- i) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three hour period of duty.
- ii) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.
- f) Victoria General Hospital only:

Regular hours of work shall be deemed to:

- i) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three (3) hour period of duty.
- ii) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.
- g) Seven Oaks General Hospital only:

Regular hours of work shall be deemed to:

- i) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three (3) hour period of duty.
- ii) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.
- iii) An employee who is required to return to work during her meal period shall be paid at overtime rates for that entire meal period.

#### MHC

Regular hours of work shall be deemed to:

- a) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three hour period of duty
- b) i) Exclude a meal period of forty-five (45) min-utes for Physiotherapists to be scheduled by the Employer during each working day.
  - ii) Exclude a meal period of thirty (30) minutes for all other defined classifications covered by this Collective Agreement, to be scheduled by the Employer during each working day.

#### Pharm

a) Health Sciences Centre only:

Regular hours of work shall be deemed to:

- i) Include a rest period of twenty (20) minutes to be scheduled by the Employer during each continuous three hour period of duty
- ii) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.
  - b) Victoria General Hospital:

Regular hours of work will be deemed to:

- i) Include a rest period of fifteen (15) minutes to be allocated by the Employer during each continuous three hour s of work; and
- ii) Exclude a meal period of thirty (30) minutes to be allocated by the Employer during each working day.
- c) Seven Oaks General Hospital only:

Regular hours of work shall be deemed to:

- i) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three (3) hour period of duty.
- ii) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.

An employee who is required to return to work during her meal period shall be paid at overtime rates for that entire meal period.

d) Concordia Hospital only:

Regular hours of work shall be deemed to:

- i) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three (3) hour period of duty;
- ii) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.
- e) Deer Lodge Centre only:

Regular hours of work shall be deemed to:

- i) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three hour period of duty
- ii) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.

#### SBH

(L)(X))(D) A thirty (30) minute meal period shall be scheduled by the Employer for each employee during each work day.

A fifteen (15) minute rest period shall be allocated by the Employer for each employee during each continuous three (3) hour period of work.

During evening and night shifts, regular hours shall include meal periods and rest periods.

## SOGH

Regular hours of work shall be deemed to:

i) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three (3) hour period of duty.

ii) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.

An employee who is required to return to work during her meal period shall be paid at overtime rates for that entire meal period.

#### **VGH**

Regular hours of work will be deemed to:

- i) Include a rest period of fifteen (15) minutes to be allocated by the Employer during each continuous three hour s of work; and
- ii) Exclude a meal period of thirty (30) minutes to be allocated by the Employer during each working day.

## Amend to read:

Regular hours of work shall be deemed to:

- a) Include a rest period of fifteen (15) [twenty (20) @ HSC; Brst Hith; CCMb; Corp, DSM HSC, DSM Northern (East), DSM Northern (West), DSM Southern Regions, Pharm HSC; NRHA & RCC only] minutes to be scheduled by the Employer during each continuous three hour period of duty
- b) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working day.
- c) An employee who is required to return to work during her meal period shall be paid at overtime rates for that entire meal period.
- d) Applicable to St B and DSM St B only

During evening and night shifts, regular hours shall include meal periods and rest periods

Agreed March 26, 2015, 1125 hrs., Association Document # 28. Agreed to Document # 5

## U 1102 c) Amend to read: ALL Meal periods an

Meal periods and rest periods shall not be combined unless mutually agreed between the Employer and the employee on an incidental basis.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

# E 1106 (c) HSC, AM, Brst Hlth, CH, Corp [c) iii], DLC, MHC, NRHA (BRHA / NorMan), RCC Not more than eight (8) consecutive working days, and whenever possible, seven (7) or less.

### DSM, SBH, SOGH, VGH

Not more than seven (7) consecutive working days except that eight (8) consecutive days may be required to comply with another provision of this Article

#### Pharm

- a) HSC, CH and DLC:
  - iii) not more than eight (8) consecutive working days, and whenever possible, seven (7) or less.
- b) SOGH:
  - iii) not more than seven (7) consecutive working days except that eight (8) consecutive days may be required to comply with another provision of this Article.
- c) VGH;
  - ii) not less than eight (8) days off in any two consecutive biweekly pay periods;
  - iii) not more than seven (8) consecutive working days except that eight (8) consecutive days may be required to comply with another provision of this Article.

### NA- CCMB; CTS

DSM; Pharm; SBH; SOGH; VGH

Amend to read:

not more than eight (8) consecutive working days, and whenever possible, seven (7) or less.

Amend existing 1106 c) for DSM; Pharm; SBH; SOGH; VGH

Not more than seven (7) consecutive working days except that eight (8) consecutive days may be required to comply with another provision of this Article or to accommodate scheduling requests over a general holiday long weekend.

## NA - CCMB; CTS

Agreed December 12, 2014, 1325 hrs., Association Document # 10. Agreed to Document # 3

E 1109 # 1

HSC, AM, Brst Hlth, CCMB, CH, Corp, DLC, MHC, NRHA (BRHA/NorMan), Pharm, SOGH

Unless given seven (7) days prior notice, a full-time employee who works on a day which she was not scheduled to work shall be paid the greater of double time or overtime rates.

#### <u>DSM</u>

- a) Applicable to all DSM Sites and Regions, except as noted below:
   Unless given seven (7) days prior notice, a full-time employee who works on a day which she was not scheduled to work shall be paid the greater of double time or overtime rates.
- b) VGH only: Where not given a minimum of seven (7) calendar days' notice, a full-time employee who works on a day which she was not scheduled to work shall be paid at the greater of two (2) times her basic rate of pay or overtime rates for all time worked.
- c) SBH only: A full-time employee required to work on her scheduled day off with less than seven (7) calendar days' notice shall be paid at double time. For time worked on a general holiday, see 1205 a) iv) or 1205 b) iv).
- d) SE Region only:

  Unless given seven (7) days' notice, a full-time employee who works on a day which she was not scheduled to work shall be paid the greater of double time or overtime rates. This provision shall not apply to callbacks when the employee is on standby.

#### SBH (1109)

Unless given seven (7) days prior notice, a full-time employee who works on a day which she was not scheduled to work shall be paid the greater of double time or overtime rates

(P) A full-time employee who agrees to work on her scheduled day off with less than seven (7) calendar days' notice shall be paid at double time. This Article will not apply to employees on standby (Article 14).

## VGH (1109)

Where not given a minimum of seven (7) calendar days notice, a full-time employee who works on a day which she was not scheduled to work shall be paid at the greater of two (2) times her basic rate of pay or overtime rates for all time worked

#### Standardize all as follows:

Unless given seven (7) days prior notice, a full-time employee who works on a day which she was not scheduled to work shall be paid the greater of double time or overtime rates. This Article will not apply to employees on Standby.

Agreed, May 26, 2015, 1140 hrs., Employer Document # 31A. Agreed to Document # 5?

## U 12XX #1

Article 1116 (1117 at St B and DSM St B) to remain status quo and new 12XX # 1 to be included as follows:

Article 1205 © (numbering to be amended as necessary by individual CA) will be interpreted on the following basis:

- 1. Two consecutive shifts shall be deemed to occur when staff work to the regular stop time of the second shift and where:
  - a) The two shifts overlap (stop time and start time) by seventy-five (75) minutes or less:
  - b) The two shifts are continuous (no overlap or gap); or,
  - c) The two shifts have a gap (between end time and start time) of forty-five (45) minutes or less.
- 2. For periods of overlap, staff shall not get the period of overlap paid twice. The rate of payment for the period of overlap shall be calculated based on time worked as part of the regularly scheduled shift. For clarification Article 1116 (numbering to be amended as necessary by individual CA) does not have application related to this Agreement.
- 3. The parties have agreed that the ability to work the entirety of the additional shift as well as the rate of pay/overtime attributable to the additional shift are relevant factors for consideration by management when distributing additional available shifts.

Agreed February 27, 2015, 1320 hrs., Employer Document # 23. Agreed to Document # 5

#### E 1304 # 1

(CCMb 1305)Move existing Article 1304 in all CAs to a separate article entitled Travel Expenses.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

#### E 1304 # 3

## Amend as follows:

## **NRHA**

a) An employee other than an employee who is required by the Employer to use a personal motor vehicle as a condition of employment, who is required to return to work on a callback or otherwise travel locally on behalf of the Employer shall be reimbursed for return taxi fare, or reimbursed in accordance with the Province of Manitoba mileage rates for use of a personal motor vehicle, subject to a minimum mileage payment of \$5.00 and a maximum mileage payment of \$10.00 per return trip.(\$15.00 in the former NorMan)

Agreed June 9, 2015, 1025 hrs., Association Document # 32. Agreed to Document # 5

#### E 1304 # 4 - CCMb - 1305

#### Amend as follows:

- b) An employee who is required by the Employer to use a personal motor vehicle as a condition of employment will be compensated as follows:
  - i) Monthly parking at the Health Sciences Centre Complex.
  - ii) When traveling on authorized Employer business, the Employer shall reimburse employees in accordance with the Province of Manitoba mileage rates thirty-one cents (31¢) per kilometer (south of the 53rd parallel), and thirty five cents (35¢) per kilometer (north of the 53rd parallel), subject to a minimum payment of six dollars (\$6.00) for a return trip or three dollars (\$3.00) for a one way trip.
  - iii) When the Province of Manitoba mileage rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

Agreed June 9, 2015, 1025 hrs., Association Document # 32. Agreed to Document # 5

### E 1304 #5 CTS

### Amend as follows:

- a) Travel allowance when called into work as per current rate/policy plus \$4.00 per shift.
- b) An employee who is required by the Employer to use a personal motor vehicle as a condition of employment will be compensated as follows:

i) The Employer shall reimburse the employee for all business-related parking costs,

including metered lots.

- ii) Effective ratification, an employee other than an employee who is required by the Employer to use a personal motor vehicle as a condition of employment, who is required to return to work on a callback or otherwise travel locally on behalf of the Employer shall be reimbursed for return taxi fare, or paid as per current rate per km for use of a personal motor vehicle, subject to a minimum mileage payment of \$4.00 return.
- iii) Employees are expected to travel to and from work each day on their own time and at their own expense. Travelling to/from work is defined as:
  - Home to/from a facility where the employee provides regular service.
  - Home to/from the Agency offices in Winnipeg or other worksites.
  - · Home to/from a home care visit.

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

Agreed June 9, 2015, 1025 hrs., Association Document # 32. Agreed to Document # 5

#### E 1304 #6

#### **DSM Amend as follows:**

b) South Eastman and Burntwood Regions only:

- i) An employee other than an employee who is required by the Employer to use a personal motor vehicle as a condition of employment, who is required to return to work on a callback or otherwise travel locally on behalf of the Employer shall be reimbursed for return taxi fare, or reimbursed in accordance with the Province of Manitoba mileage rates for use of a personal motor vehicle, subject to a minimum mileage payment of \$5.00 and a maximum mileage payment of \$10.00 per return trip.
- ii) An employee who is required by the Employer to use a personal motor vehicle as a condition of employment shall be compensated as follows:

A) The Employer shall reimburse the employee for all business related parking.

- B) 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.
- C) When the Province of Manitoba mileage rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will be parallel with the Provincial adjustments.

Agreed June 9, 2015, 1025 hrs., Association Document # 32. Agreed to Document # 5

E 1306

HSC, AM, Brst Hith, CH, Corp, DLC, DSM, MHC, NRHA (BRHA/NorMan), Pharm, RCC, SBH, SOGH, VGH

The Employer shall provide suitable parking facilities for employees who are required to return to the place of employment on a callback.

## **CCMB (1307)**

- a) The Employer shall provide suitable parking facilities for employees who are required to return to the place of employment on a callback between 2200 hours and 0600 hours.
- b) The Employer shall provide suitable parking facilities for employees who are required to return to the place of employment on a callback outside of the hours noted in 1306 a) above.

#### Amend all to read as follows:

The Employer shall provide suitable parking facilities for employees who are required to return to the work site place of employment on a callback.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

## E 13XX NEW - Escort Duty (NOT APPLICABLE TO TRANSPORT TEAM, DSM OR EMS EMPLOYEES)

- (a) (i) An employee called in to escort a patient when she/he is not on standby or provided she/he does not qualify for pay at overtime rates in accordance with Article 12, shall be paid for all time involved with the patient assignment including travel time required to return to the facility, subject to a minimum guarantee of three (3) hours pay at regular rates of pay. All hours worked in excess of seven and three-quarter (7.75) hours shall be paid in accordance with Article 12.
  - (ii) When an employee is required to escort a patient while on a scheduled shift, overtime rates of pay will apply in accordance with Article 12 for all hours worked in excess of the scheduled shift length (i.e. 7.75 hours, 11.625 hours).
  - (III) A full-time or part-time employee scheduled or called in for escort duty when she/he is not on standby whose escort duty is cancelled, shall be paid or assigned work for a period of three (3) hours.

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

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

- (iv) When an employee on escort duty is no longer involved with the patient assignment, time and return travel time will be paid as follows:
  - For each subsequent 24 hour period that the employee is awaiting return travel she/he shall be paid wages for one regular shift (or overtime in accordance with Article 12)
  - For each portion of a 24 hour period that the employee is awaiting return travel or travelling to return to the facility, the employee will be paid the greater of hours worked plus actual hours in travel status (or overtime in accordance with Article 12) or a prorated shift based on the portion of the 24 hour period away.
- (v) Where an employee is responsible for the care and control of equipment and/or drugs, and such equipment and/or drugs is not readily portable (as determined by the Employer) and requires the employee's full attention, then the employee shall be considered as being still "on duty" as if she/he was still involved with the patient and shall be paid accordingly.

- (b) An employee going out on escort duty will not suffer any loss in basic salary as a result of missing any portion of a scheduled shift. Therefore, an employee who is unable to return from escort duty in time to work a scheduled shift or portion thereof shall be paid for the missed hours at her/his basic salary. Where an employee misses only a portion of her/his scheduled shift while on escort duty, she/he will be expected to work the remainder of her/his shift.
- (c) An employee required for escort duty on a Recognized Holiday shall be paid in accordance with Article 18, and Article 12 if applicable, for all time involved with the patient assignment including travel time required to return to the facility.
- (d) An employee on escort duty out of province/country shall be provided with a travel advance for all anticipated travel expenses (transportation, meals, accommodation) before commencing escort duty, unless the employee chooses to make alternate arrangements.
- (e) An employee on escort duty within the province shall be provided with a ten dollar (\$10.00) meal advance at the commencement of escort duty for each five hour period of anticipated escort duty, unless the employee chooses to make alternate arrangements. A subsequent travel/expense claim will be submitted in accordance with the Employer travel policy.

Agreed November 9, 2015, 0935 hrs., Employer Document # 39. Agreed to Document # 6

## U 1401 a) AMEND

An employee scheduled and required to work any hours between 1800 hours and the next succeeding 2400 hours, as part of her regular shift, shall be paid an evening shift premium of one dollar (\$1.00) [one dollars and seventy-five cents (\$1.75) effective April 1, 2016] per hour for the hours worked between 1500 hours and 2400 hours.

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

### U 1401 b) AMEND

An employee scheduled and required to work a shift where the majority of the hours fall between 2400 hours and 0600 hours, as part of her regular shift, shall be paid a night shift premium of two dollars and five cents (\$2.05) [two dollars and fifty cents (\$2.50) effective April 1, 2016] per hour for that entire shift.

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

### E 1402

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.

## Editorial amendments suggested as follows:

A weekend premium of one dollar and **sixty** five cents (\$1.65) 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.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

### U 1402 AMEND

A weekend premium of one dollar and thirty-five cents (\$1.35) [two dollars (\$2.00) effective April 1, 2016] per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

## E 1501-1 DSM

## b) Deer Lodge Centre only:

The dates used to calculate vacation earned shall be from April 1st to March 31st in the following year. For employees hired after April 1st, 1984, vacation earned in any vacation year is taken in the following year. Employees hired on or before April 1st, 1984, shall be entitled to take vacation leave credits earned in the same vacation year. 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.

Editorial amendments suggested as follows:

Delete - no longer any DSM staff at DLC

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

## E 1502-1 DSM

## c) Deer Lodge Centre only:

For good and valid reasons, an employee may be permitted to carryover the unused portion of her vacation leave into the next vacation year. In order to receive consideration, requests for carryover must be submitted by December 31st in the vacation year. All such requests shall be responded to within thirty (30) days and shall not be unreasonably denied.

Editorial amendments suggested as follows:

Delete - no longer any DSM staff at DLC

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

#### E 1502 #2

## a) Applicable to all sites except as noted:

The whole of the calendar year shall be available for vacations to be taken; however, vacation earned in any vacation year is to be taken the following vacation year, unless otherwise mutually agreed between the employee and the Employer.

#### b) CH and SOGH:

The whole of the calendar year shall be available for vacations to be taken.

## c) DLC:

For good and valid reasons, an employee may be permitted to carryover the unused portion of her vacation leave into the next vacation year. In order to receive consideration, requests for carryover must be submitted by December 31st in the vacation year. All such requests shall be responded to within thirty (30) days and shall not be unreasonably denied.

Delete b) & c)

Agreed December 3, 2014, 1130 hrs., Employer Document # 9 Agreed to Document # 1

### E 1504-1

#### Last Paragraph

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.

Editorial amendments suggested as follows:

Amend "3rd, 10th and 20th" to

"third (3rd), tenth (10th) and twentieth (20th)".

Agreed October 17, 2014, 1532 hrs., Association Document # 4 Agreed to Document # 1

## E 1504-2 Pharm

a) Applicable to all sites except as noted:

Employees shall be entitled to paid vacation, calculated on the basis of vacation earned at the following rates:

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

Vacation entitlement for the vacation year following completion of the 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.

## b) VGH:

Employees will be entitled to a paid vacation calculated on the basis of vacation earned at the following rates:

<u>Length of continuous Employment</u> In the first three (3) years

Rate at which vacation is earned Fifteen (15) days per year

In the fourth (4th) to (10th) year inclusive

Twenty (20) days per year

In the eleventh (11th) to Twentieth (20th) year inclusive

Twenty-five (25) days per year

In the twenty-first (21st)

Thirty (30) days per year

And subsequent years

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.

## Delete b)

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

#### E 1505 # 1

One additional week's 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.

Editorial amendments suggested as follows: Suggest changing "One" to "One (1)".

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

#### E 1505 # 2 Amend all as follows:

One additional weeks' An additional five days' vacation will be granted to an employee in the year of her twentieth (20th) anniversary of her employment and every consecutive five (5) years until termination of her employment. Such days shall be prorated for a PT employee. Such additional vacation shall be taken in the vacation year during which the anniversary will occur.

Agreed February 27, 2015, 1320 hrs., Employer Document # 23. Agreed to Document # 5

## E 1506 DSM

## b) <u>Deer Lodge Centre Site, Seven Oaks General Hospital, Victoria General Hospital and</u> South Eastman Health only:

An employee who has not completed one (1) year's continuous employment as of March 31st shall be granted a pro-rata vacation.

Editorial amendments suggested as follows:

Delete reference to Deer Lodge Centre as no longer any DSM staff located at DLC.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

## E 1507 DSM

# c) <u>Deer Lodge Centre, Seven Oaks General Hospital, Victoria General Hospital, South Eastman Health and Nor-Man Regions only:</u>

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.

Editorial amendments suggested as follows:

Delete reference to Deer Lodge Centre as no longer any DSM staff located at DLC.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

#### U 1508

#### CCMB

The Employer will post an approved vacation schedule not later than April 30th, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.

Approved vacations will not be re-scheduled except on application by the employee and insofar as such change does not affect departmental operations or disrupt any other employee's scheduled vacation.

#### Amend:

1507 The Employer shall post vacation entitlements not later than March 1st February 15<sup>th</sup> each year, and allow employees to express their preference before April 1st. March 15<sup>th</sup>.

**1508** The Employer will post an approved vacation schedule not later than April 30<sup>th</sup> April 15th, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.

Agreed December 12, 2014, 1325 hrs., Association Document # 10. Agreed to Document # 3

## E 1508-2 DSM

c) <u>Deer Lodge Centre, Seven Oaks General Hospital, Victoria General Hospital, South Eastman Health and Nor-Man Regions only:</u>

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

Approved vacations will not be re-scheduled except on application by the employee and insofar as such change does not affect departmental operations or disrupt any other employee's scheduled vacation.

Editorial amendments suggested as follows:

Delete reference to Deer Lodge Centre as no longer any DSM staff located at DLC.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

## E 1511 (DSM 1513, Pharm 1512)

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.

## Part 1 - Editorial amendments suggested as follows:

Part 1 Last sentence, suggest changing "60" to "sixty (60)".

Agreed October 17, 2014, 1532 hrs., Association Document # 4.

Agreed to Document # 2

Part 2 - Renumber to be part of 1502 Agreed October 31, 2014, 1115 hrs., Association Document # 6. Agreed to Document # 1

## E 1606 # 1 Amendments and editorial amendments as follows:

An employee who will be absent due to illness or injury shall inform her supervisor or designate prior to commencement of her/his next scheduled shift(s). An employee will give notice as specified below or as soon as reasonably possible.

Prior to day shift

one and one half (1 1/2) hours

Prior to evening shift

three (3) hours

Prior to night shift

three (3) hours

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

Agreed February 27, 2015, 1320 hrs., Employer Document # 23. Agreed to Document # 5

## U 1609 ALL

#### **DELETE CURRENT:**

If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

## **REPLACE WITH:**

Where an employee qualifies for sick leave involving hospitalization or bereavement leave for immediate family only (spouse/common law spouse, child or parent; does not include step-children, spouse/common law spouse's parents or grandparents), during his period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, provided proof of hospitalization is given.

Agreed March 3, 2015, 1145 hrs., Association Document # 24. Agreed to Document # 5

## E 1609 DSM

## a) Applicable to all DSM Sites and Regions, except as noted below:

If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

## b) Deer Lodge Centre only:

Where an employee qualified for sick leave involving hospitalization or bereavement leave during his period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, provided proof of claim is given.

Editorial amendments suggested as follows:
Delete (b); no longer any DSM staff located at DLC

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

#### E 1617

## DSM, Pharm, VGH

During the period an employee is absent from work on paid income protection or on a leave of absence following the use of all income protection credits, the employee shall inform her Department Manager or the coordinator of Staff Health of her expected date for return to work or of any change in her health status, as soon as it is reasonably known to the employee.

#### **Delete**

Agreed December 3, 2014, 1130 hrs., Employer Document # 9 Agreed to Document # 2

#### E 16XX # 2

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

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

Agreed March 3, 2015, 1145 hrs., Association Document # 24. Agreed to Document # 5

## **U 16XX**

ALL

#### NEW:

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

#### **DELETE MOU #8**

Agreed October 17, 2014, 0925 hrs., Employer Document # 3. Agreed to Document # 1

## E 1807-1 DSM

### b) Deer Lodge Centre only:

Whenever a general holiday falls on the regular day off or a day of paid leave of an employee, he shall be granted an alternate day off with basic pay. If mutually agreed by the employee and the Employer, the Employer may give the employee an extra day's pay at the basic rate in lieu of an alternate day off.

Editorial amendments suggested as follows: Delete; no longer any DSM staff located at DLC.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

#### U 1903 #1

#### CH. SOGH

In recognition of additional responsibility during evening and weekend shifts, one (1) General Duty Technologist shall be paid at Senior Technologist rates on a rotation basis. This article shall not apply on a shift to which a Senior Technologist is scheduled or in the event of a callback

#### AMEND ALL CA's to read:

In recognition of additional responsibility during evening, night and weekend shifts, one (1) employee shall be paid at Senior classification rates for additional responsibility on a rotation basis on those shifts where a Senior classification is not scheduled and there is significant duties of a higher classification assigned to that employee.

This clause shall not be applicable to a call back.

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

### E 2008

#### **NEW**

Add as new 2008 and renumber remainder of Article:

Employees will pay the Employer's and employee's share of Group Health, Dental, Group Life and D&R when on any period of unpaid LOA.

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

It is understood this does not negate Article 2505.

Agreed November 10, 2015, 1320 hrs., Employer Document # 41. Agreed to Document # 6

## U 2102 (10) AMEND

Sections-36(1)-52 through 36(11) 59.1(2) inclusive of the Employment Standards Act respecting maternity and parental leave shall apply "mutatis mutandis".

Agreed November 18, 2014, 1005 hrs., Employer Document # 7. Agreed to Document # 2

## U 2102 (13)

## AMEND paragraph 2 as follows:

#2

Where Maternity and/or Parental Leave exceeds seventeen (17) weeks, the employee may elect to carry over to the next vacation year up to 5 days, any remaining current annual vacation and their vacation accrual to date, to a maximum of 10 vacation days, prorated for part time employees. The balance of the current annual vacation not carried over will be paid out at a time immediately following the period during which El benefits were payable (even if this period extends into the following vacation year).

Agreed December 18, 2014, 0920 hrs., Association Document # 12. Agreed to Document # 3

## E 2105

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

Editorial amendments suggested as follows:

Suggest changing "3" to "three (3)"

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

U 2105

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 than five (5) years, and during that time the employee must not have been engaged in remunerative employment for more than 3 months.

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

#### Amend

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

Agreed November 18, 2014, 1005 hrs., Employer Document # 7. Agreed to Document # 2

## U 2203 a)

**AMEND:** 

ALL

When meeting with the Employers to conduct joint negotiations, a maximum of sixteen (16) employees will be entitled to leave of absence without loss of regular pay or benefits, to participate in negotiations in which both the Employer and the Association are represented, as follows:

- Regional Health Authorities (to include Employers within the RHA) Up to -two-(2) three (3) representatives each;
- All Employers within the WRHA Up to ten (10) representatives in total, with no more than three (3) representatives from any one Employer;
- All other employers Up to two (2) representatives each.

Agreed October 17, 2014, 0925 hrs., Employer Document # 3. Agreed to Document # 1

E 2215

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

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

U 2306

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

## **ADD**

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

Agreed November 18, 2014, 1150 hrs., Association Document # 8. Agreed to Document # 2

#### E 2313

#### **DSM VGH**

Every effort will be exerted by the Employer and the Association to resolve grievances expeditiously. The parties shall consider all grievances on their individual merits.

Add language to all agreements

Agreed November 19, 1145 hrs., Association Document # 8. Agreed to Document # 2

## E 2314

Nothing in this Agreement shall preclude settlement of a grievance by written mutual agreement between the Employer and the Association in any manner whatsoever, or voluntary written extension of stipulated time limits.

Add language to all agreements

Agreed November 19, 1145 hrs., Association Document # 8. Agreed to Document # 2

## **U 23XX**

## **NEW**

## **Civil Liability Indemnification**

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

Agreed November 18, 2014, 1150 hrs., Association Document # 8. Agreed to Document # 2

### E 2503-3 DSM

c) DLC, CH, MHC, SOGH, St.B, Nor-Man & South Eastman Regions only:

Dental Plan

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

Delete reference to Deer Lodge Centre as no longer any DSM staff located at DLC.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

#### E 2505 a)

(AM, CTS, RCC 2504)

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.

Editorial amendments suggested as follows:

Change "2.3%" to "two point three (2.3) percent".

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

## E 2506 DSM

### b) Deer Lodge Centre only:

Pension Plan

The Centre will continue to participate in the Public Service Superannuation Pension Plan and the Healthcare Employees Pension Plan-Manitoba (HEPP) in accordance with the terms and conditions, including established contribution rates as set out in the appropriate Trust Agreements, Pension Plan Text and other applicable written policies and guidelines.

Editorial amendments suggested as follows

Delete; no longer any DSM staff located at the Deer Lodge Centre site.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

### E 2509

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. (subject to specific amendments being agree to by HEBP)

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

Delete and replace with the following:

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

Agreed October 31, 2014, 1115 hrs., Association Document # 6. Agreed to Document # 2

## E 2510 AM(2509), Brst Hith(2511), CCMb, CH, Corp, CTS, DLC, DSM, MHC, Pharm, RCC(2509), SBH(2511), SOGH, VGH

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.

## Editorial amendments suggested as follows

Suggest changing "Recognized Holidays" to "General Holidays".

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

# U 25XX # 4 MOVE Article 1014 to #25 Health and Safety ALL NEW 25XX

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

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

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

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

Agreed October 17, 2014, 0925 hrs., Employer Document # 3. Agreed to Document # 1

## U 25XX #5 ALL

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

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

## U 25XX # 6 NEW Rehabilitation and Return to Work (RTW) Program

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

Agreed June 9, 2015, 1025 hrs., Association Document # 32. Agreed to Document # 5

### U 26XX ALL

## MOVE MOU #13 TO ARTICLE 26XX: BUYBACK OF PENSION

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

Agreed October 17, 2014, 0925 hrs., Employer Document # 3. Agreed to Document # 1

## **U 27XX**

An employee subject to disciplinary action shall, after four (4) years from the date the disciplinary measure was initiated request in writing that her record be cleared of that disciplinary action, provided the Employee has not accumulated any additional disciplinary actions. The Employer shall confirm in writing to the employee that such documentation has been removed.

Agreed October 22, 2015, 1125 hrs., Association Document # 38. Agreed to Document # 6

## E 2801-2 DSM

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

Editorial amendments suggested as follows

Delete reference to DLC as no longer any DSM staff located at DLC.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

## E 2806

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.

Editorial amendments suggested as follows

Change "240" to "two hundred and forty (240)".

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

## E 2816

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

Editorial amendments suggested as follows

Change "Recognized Holidays" to "General Holidays".

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

### E 2901

It is agreed 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, colour, national origin, political or religious affiliation, sex, marital status, place of residence, family relationships, physical handicap nor by reason of her membership or non-membership or activity in the union.

Amend to read as follows

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

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

## **U 32XX**

## **MOVE MOU #1 TO ARTICLE 32XX:**

ALL

The parties agree to utilize the existing Employee / Management Advisory Committee to discuss, review and make recommendations relative but not limited to:

Staff recruitment and retention,

Training, retraining and continuing education,

Program Management,

Efficiency of equipment utilization,

Program delivery and new program implementation,

Ongoing communications,

Professional practice issues,

Job enrichment,

Orientation,

Workplace security,

Unresolved issues relating to workload, staffing or shift schedule.

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

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

Agreed October 17, 2014, 0925 hrs., Employer Document # 3. Agreed to Document # 1

### E 3401/02

#### AMEND:

This agreement and all of its provisions shall be effective **April 1, 2014 except as otherwise provided** 

This Agreement shall be in full force and effect until **March 31, 2018** and thereafter until a revised Collective Agreement is executed or this Agreement is terminated by two (2) weeks written notice by either party

Final Settlement, January 29, 2016, 1330 hrs., Employer Document # 57

## E MOU #10 & # 16 - Amend Employer List

- 1. Actionmarquerite
- 2. Breast Health Centre
- 3. CancerCare Manitoba
- 4. Community Therapy Services
- 5. Concordia Hospital
- 6. Corporate Programs WRHA
- 7. Deer Lodge Centre WRHA
- 8. Diagnostic Services of Manitoba

- 9. Health Sciences Centre WRHA
- 10. Misericordia Health Centre
- 11. Northern Regional Health Authority (NEW)
- 12. Pharmacy Program WRHA
- 13. Rehabilitation Centre for Children
- 14. St. Boniface Hospital
- 15. Seven Oaks General Hospital
- 16. Victoria General Hospital WRHA

Agreed November 18, 2014, 1150 hrs., Association Document # 8. Agreed to Document # 2

## MOU # 2

Intro & #7

All agreements to reflect both Facility/Region in all MOU's.

Agreed, January 29, 2015, 1145 hrs., Union Document # 18. Agreed Document # 4

### **U MOU #5**

Technical / Professional Recruitment / Retention Advisory Committee

#### Amend as follows:

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

The parties acknowledge that in order to support the delivery of effective patient/client care/service <u>across the province</u>, 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 <u>Provincial</u> Technical / Professional Recruitment / Retention <u>Planning Committee</u>, with representation from the <u>LRS</u>, Employers, <u>MAHCP</u> and <u>it's membership</u>. The Committee will consist of an equal number of <u>LRS</u> / <u>Employer and MAHCP</u> / <u>Employees</u>, the number of which shall be mutually agreed. The Employer and the Association shall be responsible for their respective <u>salaries and</u> associated costs of <u>their</u> Committee <u>members</u>. Other persons may be invited to participate as mutually agreed <u>by both parties</u>.

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 identify strategies to facilitate the availability of appropriately qualified employees;
- To consider other systemic issues that may be raised by Committee members; and
- To present its findings and <u>the Committee's joint</u> recommendations to the <u>Deputy Minister of Health</u> including but not limited to, funding for areas where recruitment and retention <u>challenges have been</u> identified.

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

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 <u>Provincial</u> Technical / Professional Recruitment / Retention <u>Planning</u> Committee will be in existence for the duration of the collective agreement and will be extended <u>only</u> if <u>mutually</u> agreed to between the parties. **MAHCP members invited to participate shall be compensated** as per 3203 a).

Agreed, November 18, 2015, 1400 hrs., Association Document # 44 Agreed to Document # 6

## U MOU # 6 RE: GRIEVANCE INVESTIGATION PROCESS

#### Amend as follows:

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

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

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

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

### Part 1 GENERAL

- It is understood that this process and the appointment of the Grievance Investigator is to continue concurrent with the Collective Agreement. The Collective Agreement is for the period April 1, 2014 to the date of ratification of a new collective agreement, and subject to the Term of the Agreement.
- The Grievance Investigator shall be an individual jointly approved by the MAHCP and representatives of the employer (Labour Relations Secretariat). The terms of appointment of the Grievance Investigator shall be set out in a separate document between the MAHCP, the LRS and the Grievance Investigator.
- It is recognized that Grievance Investigation is a mandatory voluntary process and either
  party may submit request that any the grievance be submitted to Grievance Investigation,
  however both parties must agree on each case to be so submitted. Where such mutual
  agreement cannot be reached then the provisions of the Collective Agreement regarding
  Arbitration shall apply.

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

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

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

- 4. It is understood that the opinion of the Grievance Investigator is advisory in nature and is non binding on either party. Where one or both of the parties does not accept the opinion of the Investigator then the option shall remain to utilize the Arbitration procedure contained in the Collective Agreement. Content moved to # 8
- 5. a) It is understood that where the parties agree to abide by the opinion of the Investigator, it is done so on a without precedent or prejudice basis. Content moved to # 8
  - b) An opinion expressed by the Grievance Investigator regarding any issue shall not be submitted to any future Grievance Investigation nor to any Arbitrator, duplication

- 6. 4The Grievance Investigator shall conduct an investigation into each grievance jointly submitted to him. It is expected that a hearing will be required in the normal course of the investigation. Within seven (7) days of a grievance being submitted to him, the Grievance Investigator shall schedule a hearing to be held within the thirty (30) day period following submission to him. The Grievance Investigator is empowered to fulfill his role in any manner deemed by him to be most effective given the individual circumstances of each case. The Grievance Investigator's general role is to:
  - a) Investigate each grievance jointly submitted
  - b) define the issue(s) in dispute
  - c) provide an opinion as to an appropriate resolution of the dispute.

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

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

- 7. 5 The Grievance Investigator is expected to give a verbal opinion at the conclusion of a hearing, and to submit a brief written opinion to each of the parties within seven calendar days following a hearing. Where no hearing is held, it is expected that the Grievance Investigator will provide his written opinion within seven (7) calendar days following completion of his investigation.
- 8. 6 It is understood that the opinion of the Grievance Investigator is advisory in nature and is non binding on either party.

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

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

- 9. 7The parties shall jointly prepare guidelines to assist the Grievance Investigator in meeting the expectations of the parties. These guidelines may be amended from time to time during the collective agreement as circumstances warrant and as mutually agreed. The parties shall meet on a province wide basis through staff representatives of the MAHCP and the LRS at the request of either of these two bodies, but not less frequently than every six months to review the operation and utilization of the Grievance Investigation Process.
- 40. 8 Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during or after its referral to the Grievance Investigation Process.
- 11. 9 It is expressly understood that the Grievance Investigation Process is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

#### Part 2 SUBMISSION OF GRIEVANCE

1. In all cases the grievance procedure contained in the Collective Agreement will continue to apply, however, where the grievance procedure has been exhausted and a party has certain time limits to refer the matter to arbitration, that party might instead within this time limit, advise the other party in writing of its desire to refer the matter to the Grievance Investigation Process. Where such a request is made, the time limits referenced in the grievance procedure shall be temporarily suspended until:

- a) the other party advises the party who has made such a request that it does not agree to refer the matter to the Grievance Investigation Process, or
- b) fourteen (14) calendar days have elapsed from the date the request was made and the other party has failed to respond, or
- c) fourteen (14) calendar days have elapsed from the date upon which the Grievance Investigator issued his written opinion.

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

#### Part 3 HEARINGS

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

## Part 4 GUIDELINES FOR GRIEVANCE INVESTIGATOR

- 1. The Grievance Investigator shall be expected to accept the role for the life of the collective agreement.
- 2. While appointed the Grievance Investigator may not act on behalf of one of the parties either as counsel or nominee at conventional arbitration. He may serve as sole arbitrator or chairman of an arbitration board hearing a dispute involving one or both of the parties except in the case of a dispute which has previously been referred to him in his capacity as Grievance Investigator.
- 3. While it is not expected to be as detailed as an arbitrator's award, the parties do expect the written opinion to be a concise statement of the reasoning followed in reaching his conclusions. A detailed review of the positions of the parties or arbitral jurisprudence is not expected nor is any recounting of non germane fact or argument. The opinion should contain sufficient information to assist the parties in preventing similar future disputes.
- 4. The parties shall each pay for their own costs associated with referring and processing a grievance through the Grievance Investigation Process except that the parties shall jointly and equally share the fees and expenses of the Grievance Investigator.
- 5. The Grievance Investigator is empowered to consider any grievable matter put to him by the parties including a question of whether or not an issue is grievable.
- The opinion of the Grievance Investigator is expected to be an informed estimate of the likelihood of the grievance being sustained or denied in the event of its being referred to arbitration.

The Grievance Investigator will be provided with any documentation which might provide assistance to him carrying out his role.

Agreed, November 18, 2015, 1400 hrs., Association Document # 44 Agreed to Document # 6

## E MOU #8 Income Protection Policies

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

#### **Delete**

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

## E MOU #14 10 Hour Shift

2. There shall be twenty (20) regular "10" hour shifts in each three (3) consecutive bi-weekly periods, or a combination of 10 hour and regular shifts as defined in Article 1101, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 1101.

#### **Correct typo**

2. There shall be twenty-four (24) regular "10" hour shifts in each three (3) consecutive bi-weekly periods, or a combination of 10 hour and regular shifts as defined in Article 1101, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 1101.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

## U MOU #16 RE: 12 HOUR SHIFT - LOCAL TO CRITICAL CARE TRANSPORT TEAM

Note: 12 hour shifts will only be implemented by agreement between the Employer and the Association.

- 1. A "12" hour shift for employees will be 12 paid hours to be scheduled at 12 hours (2080 annual hours)
- 2. There shall be <u>twenty (20)</u> regular "12" hour shifts in each three (3) consecutive bi-weekly periods, that will equal the regular hours of the classification as defined in Article 1101.
- 3. Each "12" hour shift shall be inclusive of two rest periods as defined in Article 1102 of this agreement. Meal period(s) shall consist of 60.0 minutes in total paid.
- 4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
- 5. 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 hours worked. For the purpose of clarification Evening Shift premiums shall be paid for any hours worked between 1600 hours 2400 hours. Night shift premiums shall be paid for any hours worked between 2400 hours 0800 hours. Rates paid will be in accordance with Article 14.
- 6. The paid vacation entitlement received under the "12" hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 1101) shift pattern.

- 7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half (1 ½ x) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate eight (8) hours day in lieu at the basic rate of pay. All provisions of Article 12: Overtime shall apply except for Article 1201. Article 1201 of the Collective Agreement is replaced by items # 1, 2 & 3 above for the purposes of this memorandum.
- 8. Income Protection shall be <u>paid in accordance with the scheduled shift hours</u> <u>accumulated at the rate of 1 1/4 day per month based on the 12 hour shift description</u> above.
- 9. In the administration of the Twelve (12) Hour Shift Memorandum, the provisions of Article 1106 a) do not apply.
- Where annual hours of work are other than 2080, the hours as indicated above will be adjusted accordingly.
- 11. Upon a minimum of 60 days' notice, the Employer or the Association may discontinue the modified shift schedule

This MoU will be effective date of ratification moving forward only and the outstanding MAHCP grievance on this 12 hr shift issue will be withdrawn.

Final Settlement, January 29, 2016, 1330 hrs., Employer Document # 57

#### U MOU #17 ALL AMEND

5 c) The employee shall be eligible for transportation reimbursement of thirty cents (\$0.30) per kilometer for travel in accordance with the following formula, subject to a minimum guarantee of two dollars and fifty cents (\$2.50). as per established provincial government mileage rates.

Agreed October 17, 2014, 0925 hrs., Employer Document # 3. Agreed to Document # 1

## E MOU 22 ALL Add:

## **Employee Benefit Forms / Under Deduction**

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

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

An under deduction shall not be deemed an overpayment.

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

Agreed October 22, 2015, 1125 hrs., Association Document # 38. Agreed to Document # 6

## E MOU # 23 Multi-Union Market Adjustment Fund

Delete; fund has been distributed

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

# U MOU # 27 LOCAL WRHA CORPORATE Delete (dates are past due)

#### **RE: ARTICLE 15 - ANNUAL VACATION**

-Employer and the Union agree that the vacation year as identified in Article 15, will become April 1st to March 31st effective March 31, 2012. Therefore, in the 2012/2013 vacation year, employees' vacation entitlement will be based on years of service in accordance with Article 11. Vacation pay for the 2012/2013 vacation year will be adjusted by increasing the annual vacation, pay by a factor of 1/11th of the vacation pay accrued from May 1, 2011 to March 31, 2012 up to a maximum of a full-time equivalent entitlement.

e.g. Employee A is earning vacation at the 20 day accrual rate. The vacation year began on May 1, 2011 and would normally end on April 30, 2012. With the new vacation year end as of March 31, 2012, Employee A has only earned 18.33 days of vacation pay. On March 31, 2012, Employee A's vacation bank will be adjusted to reflect a total of 20 vacation days which would be available for Employee A to take during the vacation year of April 1, 2012 to March 31, 2013. If Employee A quits/resigns/retires from their position on or before March 31, 2013, the vacation bank payout would be 18.33 vacation days or such lesser amount as would be dependent on the actual termination date and would not be eligible for the vacation adjustment amount.

Agreed October 17, 2014, 0925 hrs., Employer Document # 3. Agreed to Document # 1

#### E MOU # 28 # 2 CTS

Regular Hours of Work

1. The following shall constitute the regular hours of work for the following employees:

NAME: MON. TUES. WED. THURS. FRI. SAT. SUN.

WKLY, BI-WKLY,

- 2. An employee who voluntarily extends his/her regular hours of work, beyond the amount stipulated in item (1) above, while performing his/her regular duties, shall not receive overtime as per Article 12 of the Collective Agreement. Such an employee shall bank the extended hours at a straight time rate up to a maximum allowable bank represented by the regular weekly hours of work stipulated in item (1). An employee shall not be permitted to accrue extended hours beyond the banked maximum unless the Employer provides prior approval.
- 3. An employee who, as per the Employer's request, agrees to extend his/her regular hours of work (as stipulated in item (1) shall receive overtime as per Article 12 of the Collective Agreement.
- 4. For the purposes of item (3), an employee must meet the following conditions before Article 12 "Overtime" shall apply:
  - a) For the employee who works less than seven and one-half (7 ½) hours per day, such employee must work in excess of seven and one-half (7 ½) hours per day, before overtime shall apply.
  - b) For the employee who works in excess of seven and one-half hours (7 ½) hours per day, such employee must work in excess of his/her regular hours of work per day, as stipulated in item (1), before overtime shall apply.

## Amend as follows:

Remove #1, and renumber the balance of the clause and article will be Article 12 of the Collective Agreement – Overtime

Agreed December 17, 2014, 1325 hrs., Employer Document # 11. Agreed to Document # 3

### E MOU # 28 # 3 DSM

Federal Government Pension and Benefit Plans

the Employer and the Association agree that any employee who transferred employment from the Federal Civil Service to Deer Lodge Centre Site prior to April 1, 1983, and who is currently participating in the Government of Canada and other benefit plans, will continue to be grandfathered to those plans for the duration of their employment.

**Delete** 

No longer any DSM staff located at Deer Lode Centre site.

Agreed October 17, 2014, 1532 hrs., Association Document # 4. Agreed to Document # 1

#### E MOU # 29 # 1 Pharm

Pharmaceutical Care Co-ordinators and Senior Pharmacists #29 (HSC only)

Delete

Agreed March 26, 2015, 1125 hrs., Association Document # 28. Agreed to Document # 5

#### E MOU # 29 # 2 CCMB Honoraria

The Employer and the Association agree to recognize the payment of Honoraria to employees who prepare and deliver didactic lectures on a voluntary basis to students enrolled in the School of Radiation Therapy as recommended by the Education Programs Advisory Committee and approved by the Program Manager.

#### Amend as follows:

The Employer and the Association agree to recognize the payment of Honoraria to employees who prepare and/or deliver didactic lectures or clinical skills development (lab) sessions on a volunteer basis to students enrolled in educational programming administered by the School of Radiation Therapy. Such payment is authorized by the Education Services or Advisory Committees and approved by the RT Manager Education Services.

Agreed December 17, 2014, 1325 hrs., Employer Document # 11. Agreed to Document # 3

## U MOU 29 # 2 NORTHERN REGION AND DSM NORTH

NORTHERN REGIONAL HEALTH AUTHORITY Amend to Read:

Applicable at former Nor-Man RHA

RE: NORTHERN ISOLATION / REMOTENESS RETENTION ALLOWANCE

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 former 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

Effective April 1, 2015 - September 30, 2015 \$3,500.00 for each full-time employee

- with the first payment being made September 30, 2015, calculated based on employment up to and including September 30, 2015

Effective October 1, 2016 \$8,000.00 for each full-time employee

- with the first payment being made September 30, 2016, calculated based on employment up to and including September 30, 2016

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 31st of the current year or October 1 of the previous year to September 30th of current year as above).

The parties further agree that such lump sum payment shall be provided to applicable employees on the first full pay period following the pay period which includes March 31st (September 30th starting in 2015) of each year. This lump sum payment shall be paid on a separate cheque without a surcharge.

#### Applicable at former Burntwood RHA

RE: NORTHERN ISOLATION / REMOTENESS RETENTION ALLOWANCE

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 former 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

Effective April 1, 2015 - September 30, 2015 \$4,500.00 for each full-time employee

- with the first payment being made September 30, 2015, calculated based on employment up to and including September 30, 2015

Effective October 1, 2016 \$10,000.00 for each full-time employee

- with the first payment being made September 30, 2016, calculated based on employment up to and including September 30, 2016

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 31st of the current year or October 1 of the previous year to September 30<sup>th</sup> of current year as above). The parties further agree that such lump sum payment shall be provided to applicable employees on the first full pay period following the pay period which includes March 31<sup>st</sup> (September 30<sup>th</sup> starting in 2015) of each year. This lump sum payment shall be paid on a separate cheque without a surcharge

Agreed November 18, 2015, 1510 hrs., Employer Document # 43. Agreed to Document # 6

DSM Amend to Read:

#### **NORTHERN REGION West**

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS
Applicable at <u>DSM North</u>

RE: NORTHERN ISOLATION / REMOTENESS RETENTION ALLOWANCE

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 former 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

Effective April 1, 2015 – September 30, 2015 \$3,500.00 for each full-time employee - with the first payment being made September 30, 201, calculated based on employment up to and including September 30, 2015

Effective October 1, 2016 \$8,000.00 for each full-time employee

- with the first payment being made September 30, 2016, calculated based on employment up to and including September 30, 2016

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 31st of the current year or October 1 of the previous year to September 30th of current year as above).

The parties further agree that such lump sum payment shall be provided to applicable employees on the first full pay period following the pay period which includes March 31st (September 30th starting in 2015) of each year. This lump sum payment shall be paid on a separate cheque without a surcharge.

#### **NORTHERN REGION East**

## MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

## Applicable at DSM North

## Applicable at former Burntwood RHA

RE: NORTHERN ISOLATION / REMOTENESS RETENTION ALLOWANCE

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 former 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

Effective April 1, 2015 - September 30, 2015 \$4,500.00 for each full-time employee

- with the first payment being made September 30, 2015, calculated based on employment up to and including September 30, 2015

Effective October 1, 2016 \$10,000.00 for each full-time employee

- with the first payment being made September 30, 2016, calculated based on employment up to and including September 30, 2016

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 31st of the current year or October 1 of the previous year to September 30th of current year as above).

The parties further agree that such lump sum payment shall be provided to applicable employees on the first full pay period following the pay period which includes March 31<sup>st</sup> (September 30<sup>th</sup> starting in 2015) of each year. This lump sum payment shall be paid on a separate cheque without a surcharge

Agreed November 18, 2015, 1510 hrs., Employer Document # 43. Agreed to Document # 6

U MOU # 31 Local St B

DELETE

RE: RECREATION THERAPIST PIO

The Employer and the Association agrees to the following employee being greened circled for the duration of their employment.

**Dawn MacDenald** 

Agreed October 17, 2014, 0925 hrs., Employer Document # 3. Agreed to Document # 1

## E MOU # 31 # 3 WRHA Pharmacy

Amend title of article to read "Pharmacy Assistant / Pharmacy Technician"

Agreed December 18, 2014, 0920 hrs., Association Document # 12. Agreed to Document # 3

## E MOU # 35 DSM Laboratory Technician PIO

The Employer and the Association agrees to the following employees being greened circled for the duration of their employment.

Virginia Gasmen Carol Fedoruk Barb Squires Kim Boguski

Delete "Barb Squires"

Agreed October 17, 2014, 1532 hrs., Association Document # 4.

Agreed to Document # 1

## MOU # 36 DSM Department Assist Course

An RT or an RTR who has completed the "Department Assistants Course in Laboratory Technology or Radiology" shall be paid \$75.00 per month (\$.447 per hour) in addition to the salaries as per Schedule A.

Amend to reflect that it is payable only on regular hours.

Agreed June 25, 2015, 1020 hrs., Employer Document # 35.

Agreed to Document # 6

#### U MOU XX # 2 CCMB RADIATION THERAPY

Re: Annual Vacation

Within 90 days of ratification, the parties agree to meet and determine an appropriate method of allocating earned vacation.

Agreed December 17, 2014, 1325 hrs., Employer Document # 11. Agreed to Document # 3

#### E XX #1

Change Pharmacy Technician titles to be Pharmacy Assistant to ensure compliance with legislative change and the fact that the title Pharmacy Technician is now regulated

**Create New Memorandum of Understanding:** 

 Staff employed as a Pharmacy Technician as of January 1, 2014 and paid under the Pharmacy Technician classification will be called Pharmacy Assistant and paid under a new classification called Pharmacy Assistant. The wage scale for the Pharmacy Assistant classification will be the same as the wage scale in place for the Pharmacy Technician.

- 2. The position and classification of Pharmacy Technician will remain in the collective agreements along with any definitions and references to a Pharmacy Technician.
- 3. If an Employer utilizes the position of Pharmacy Technician in the future, the position shall fall under the classification of Pharmacy Technician and it is agreed that a material change in job content will have occurred requiring a new wage scale to be established for the Pharmacy Technician classification in accordance with the provisions in Article 7 of the Collective Agreement.

Agreed March 20, 2015, 1110 hrs., Association Document # 26 Agreed to Document # 5

## E Schedule A Monetary Adjustments to all Classifications

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

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

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

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

## NEW MOU XX ALL Memorandum of Understanding re Health System Sustainability

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

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

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

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

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

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

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

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

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

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

#### NEW ALL

## **Recruitment and Retention Commitment**

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

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

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

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

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

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

- a. Service delivery impacts;
- b. Vacancy rate analysis;
- c. Recruitment/retention issues analysis;

#### d. Salary and market conditions.

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

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

#### **NEW**

#### **ALL MAHCP Standardization Process**

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

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

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

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57 CCMB

## **NEW**

## **Radiation Therapists**

The Employer will commit an additional \$250,000 for the adjustment of the Radiation Therapists salary scales.

The application and calculation of the adjustments to the radiation therapist salary scale will be done jointly by the MAHCP and the LRS and will be concluded within 30 days of ratification.

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

#### E Schedule A # 2

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

Agreed November 9, 2015, 1555 hrs., Association Document # 40. Agreed Document # 6

#### E Schedule A # 4 NRHA

Change 2015 to 2028 for EMS to correct error

Agreed February 26, 2015, 0945 hrs., Association Document # 22. Agreed Document # 5

#### E Schedule A # 8 SBH

Delete reference to "Radiology (Dept. 6830): S. Halabuza to be classified as Charge Technologist and remunerated on a PIO basis at the rate of \$50/month (.298/hr) above the charge scale.

Agreed February 26, 2015, 0945 hrs., Association Document # 22. Agreed Document # 5

### U Appendix A # 2 Amend

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

Agreed November 18, 2014, 1005 hrs., Employer Document #7. Agreed Document # 2

#### E Schedule A Local # 1 HSC - Dental Assistants

Effective April 1, 2016, following the application of the April 1, 2016 monetary adjustment, the Employer will agree to provide a one time special adjustment to the Dental Assistant April 1, 2016 wage scale to have the scale match the CUPE 500 WRHA scale as of that date.

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

#### U Schedule A #18 CCMB

Add Spiritual Care as a new classification.

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

## U Schedule A #22 Design Technologists and Senior Design Technologists

Increase Design Technologists Schedule A compensation to be within 10% of Senior Design Technologists.

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

#### U Schedule A # 23 BH

Effective April 1, 2016, following the application of the April 1, 2016 monetary adjustment, the Employer will agree to provide a one time special adjustment to the Receptionist April 1, 2016 wage scale to have the scale match the applicable CUPE Standardized Group scale as of that date.

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

#### E App C Hours of Work

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

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

#### DSM MOU #6 Amend

The Diagnostic Services of Manitoba, Inc. Regions are to be re-named as follows in accordance with the Application of Seniority – One Collective Agreement Memorandum of Agreement.

- 1. Southern Region
- 2. Northern Region (West)
- 3. Northern Region (East)

Agreed January 22, 2015, 1000 hrs., Association Document # 16. Agreed Document # 4

#### DSM MoA # 1

MOA dated April 16, 2013 - Seniority Sequencing.

Determining Seniority Sequencing of Employees with Equal Seniority

In respect the above noted matter, the parties agrees as follows:

In determining seniority of employees with equal seniority, the following procedures will be used and seniority position shall be established immediately.

A decision can be made by the application of the following steps in order written

- a) Compare length of service in classifications covered by the Collective Agreement.
- b) The last three (3) digits of the posting number, that the employee submitted her/his application for and was awarded her/his present position, with the lowest number identifying the more senior employee.
- c) The last three (3) digits of the employee number, backwards, with the lowest number identifying the more senior employee (000 being the lowest number possible)
- d) In cases where the above factors will not determine the position on the Seniority List, the position will be jointly determined by DSM and the Association.

Agreed January 22, 2015, 1000 hrs., Association Document # 16. Agreed Document # 4

#### DSM MoA # 4 Amend As follows:

**APPENDIX "C" HOURS OF WORK** 

## **NORTHERN REGIONS (EAST AND WEST)**

## 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** 

Agreed January 22, 2015, 1000 hrs., Association Document # 16. Agreed Document # 4

## DSM MoA # 5 MOA dated September 5, 2013 - Schedule "C"

**SCHEDULE "C"** 

UNITS OF ORGANIZATION

**Health Sciences Centre Site** Clinical Microbiology "A" Clinical Microbiology "B" Cytopathology

Clinical Chemistry

**Metabolic Disease Laboratory** 

Hematology "A"

Blood Bank/Hematology "B"

Histopathology\*

**Immunology Laboratory** 

**Immunogenetics** 

**Central Services** 

**Genomics Laboratory\*** 

\*Two (2) Charge Technologists to be assigned to these Units.

St. Boniface Hospital Site

**Biochemistry "A"** 

Biochemistry "B"

**Biochemistry "C"** 

Histopathology

Hematology

Microbiology "A"

Microbiology "B"

**Immunology** 

**Transfusion Medicine** 

Seven Oaks General Hospital Site and Victoria General Hospital Site

**Biochemistry** 

Hematology

Northern (East), Northern (West) and Southern Regions

Laboratory

**Diagnostic Imaging** 

Concordia Hospital Site and Misericordia Health Centre Site

Laboratory

Agreed January 29, 2015, 1145 hrs., Association Document # 18.

Agreed Document # 4

## DSM MoA # 6 To be added to the Collective Agreement as a new MOU.

Re: Application of Seniority – One Collective Agreement

This matter is with regard to the Memorandum of Agreement dated of March 26, 2012, and the requirement for revisions based on agreements during the 2014/2015 round of collective bargaining.

The parties agree to the application of seniority in principle under the single provincial collective agreement as follows:

- 1. Seniority in principle shall apply to all Vacancies, Promotion, Transfer, Layoff and Recall in priority order:
  - a. Site
  - b. Region
  - c. Province (excluding Layoff and Recall)
- 2. A Diagnostic Services of Manitoba, Inc. (DSM) Region is defined as the geographic area covered by the former Regional Health Authority / Association (RHA) and as formerly covered by the collective agreements between the Manitoba Association of Health Care Professionals (MAHCP) and the respective RHA. The applicable DSM Regions are as follows:
  - □ DSM Southern Region
  - □ DSM Northern Region (West)
  - □ DSM Northern Region (East)

- 3. The sites / facilities referenced in Appendix "B" of the collective agreement are operative for the purposes of employee work location and base assignment, but the application of seniority for employees so engaged at these locations shall have the application of seniority based on and within the three individual DSM Regions as noted above. Accordingly, these locations shall not have "Site" seniority for the purposes of vacancies, promotion, transfer, Layoff and Recall, but shall have "Region" seniority.
- 4. Diagnostic Services of Manitoba, Inc. (DSM) Site is defined as one of the facilities formerly covered by the collective agreements between the Manitoba Association of Health Care Professionals (MAHCP) and DSM. The applicable DSM Sites are as follows:
  - □ Health Sciences Centre
  - □ St Boniface Hospital
  - □ Seven Oaks General Hospital
  - □ Concordia Hospital
  - Misericordia Health Centre
  - □ Victoria General Hospital
- 5. Province is defined as all the Sites and Regions above where Technical/Professional employees are represented by the DSM/MAHCP Technical/Professional Collective Agreement.
- 6. The application and administration of Job Postings shall be to post vacancies at the Site or Region as applicable (and as noted in items "2" and "3a)"above), where the vacancy exists; and, at the discretion of the Employer, on a Provincial (DSM) system basis.
- 7. Vacancies posted on a Provincial (DSM) system basis will be posted in the applicable DSM Site or Region in accordance with Article 607, and posted on the DSM website simultaneously.
- 8. The consideration of seniority pursuant to Article 608, in order of priority shall be as follows:
  - i) DSM employees having MAHCP full-time/part-time Site or Region seniority in the Site or Region where the vacancy is posted;
  - ii) DSM employees with MAHCP full-time/part-time seniority from another Site or Region.
  - iii) DSM employees having MAHCP casual seniority in the Site or Region where the vacancy is posted; and,
  - iv) DSM employees with MAHCP casual seniority from another Site or Region.
- 9. a) The application of Article 612 (Trial Period) shall be applied within the applicable DSM Site or Region only, where the vacancy is posted. At the discretion of the Employer, the provisions of Article 612 may be extended for application on a Provincial basis, when a Provincial Posting occurs. In this instance, should the successful candidate to a posted vacancy be appointed from another DSM Site or Region and the provisions of Article 612 are applied, the employee shall be returned to her former DSM Site or Region. If a Provincial trial period is applied; the Employer shall indicate this provision on the Job Posting.
  - b) In a situation where the successful candidate to a posted vacancy is appointed from another DSM Site or Region, and a Provincial posting and Provincial application of Article 612 were not declared, the following shall apply:
    - i) If the employee proves to be unsatisfactory in the new position, she shall be returned to her former classification at either the new site or former site, as determined by the Employer.
    - ii) An employee shall have the ability to return to her former classification voluntarily, at either the new site or former site, as determined by the Employer.

- 10. The application of Article 613 (Term Positions) shall be applied within the applicable DSM Site or Region only, where the vacancy is posted. At the discretion of the Employer, the provisions of Article 613 may be extended for application on a Provincial basis. In this instance, should the successful candidate to a posted term position vacancy be appointed from another DSM Site or Region, the employee shall be returned to her former position in her former DSM Site or Region. If a Provincial term position vacancy is posted, the Employer shall indicate this provision on the Job Posting.
- 11. In accordance with Article 209 of the collective agreement, this memorandum shall not apply to casual employees, except as noted above and as provided for in Article 209 (i).
- 12. The administration of seniority if applicable, for vacation and overtime purposes, shall be in accordance with the established past practices of the appropriate DSM Site or Region.
- 13. A list of sites contained within the DSM Regions is as per Appendix "B" of the collective agreement.

Agreed January 29, 2015, 1145 hrs., Association Document # 18. Agreed Document # 4

### DSM MoA # 7 Amend Schedules "D" and "E" to reflect current rates.

Delete current wording in Section "F" and replace with the following

#### F. Rates:

The Biweekly Remoteness Allowance shall be paid on the same basis as the Provincial Government employees and the current rates will be posted by the Employer on its website and updated accordingly.

Any changes to the Remoteness Allowance rates made by the Provincial Government will equally affect all employees covered under the Scope of this Agreement

Agreed January 29, 2015, 1145 hrs., Association Document # 18. Agreed Document # 4

#### DSM MoA#8 Discuss the integration of the Scientists MOA

The Association agrees to separate this document Agreed March 26, 2015, 1145 hrs., Association Document # 26B Agreed Document #5

#### **DSM**

The Diagnostic Services of Manitoba, Inc. Regions are to be re-named as follows in accordance with the Application of Seniority – One Collective Agreement Memorandum of Agreement.

- 1. Southern Region
- 2. Northern Region (West)
- 3. Northern Region (East)

The following Articles are to be amended to reflect the new naming convention of the DSM Regions:

#### Article

**Table of Contents** 

211 1704 (B) 501 (L) 1705 (B) 604 (D) 1806 (C)

606 (B) 1807 (A)	
901	1901 (F)
1012 (B)	1901 (G)
1013 (B)	1901 (H)
1015	2406
1101 (E)	2503 (C)
1101 (F)	2503 (D)
1101 (G)	2708
1106 (D)	2801 (E)
1107 (E)	2802 (B)
1107 (F)	2804 (B)
1108 (B)	2808 (B)
1109 (D)	2809 (B)
1204 (B)	2810 (B)
1207 (B)	2812 (B)
1303 (C)	34
1303 (D)	MOU #10
1304 (B)	MOU #16
1304 (C)	MOU #29A
1305 (D)	MOU #29 B
1305 (E)	MOU #32
1305 (G)	MOU #34
1501 (C)	Schedule "C"
1504 (B)	Schedule "D"
1506 (C)	Schedule "E"
1507 (B)	Appendix "B"
1508 (C)	Appendix "C"
1608 (C)	

Agreed January 22, 2015, 1525 hrs., Association Document # 16. Agreed Document # 6

Change all reference(s) to the former Burntwood and NorMan regions to the "Northern Health Region" in all applicable collective agreements. (NorMan, Burntwood and DSM)

#### AMEND:

Legal name is Northern Regional Health Authority

Amendments to be made as specifically discussed and agreed.

Final Settlement, January 29, 2016, 1345 hrs., Employer Document # 57

#### NRHA Amend:

U 2

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

- a) Day shift means a shift in which the major portion occurs between 0800 hours and 1600 hours.
- b) Evening shift means a shift in which the major portion occurs between 1600 hours and 2400 hours.
- c) Night shift means a shift in which the major portion occurs between 2400 hours and 0800 hours.
- 206 Weekend means the period of approximately forty-eight (48) hours which commences at or about 0001 hours on Saturday and ends at or about 2400 hours on Sunday.
- 207 The term "site" shall mean the facility(ies)/program(s) within the Regional Health Authority as listed in Appendix B.

The term "location " shall mean the base of operation within the community Health Program site as listed in Appendix B.

208 A shift shall mean the regular daily hours of work established under 1101.Articles 205-208

Agreed, January 23, 2015, 1525 hrs., Employer Document # 17. Agreed Document # 4

#### NRHA

#### Article 501 (I)

#### Amend:

Effective July 17, 2000, Casual employees shall accrue seniority for hours worked only for the sole purpose of applying for a job posting relative to other casual employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position

Effective dates:

Former BRHA

July 17, 2000

Former NOR-MAN August 1, 2000

Agreed, January 23, 2015, 1525 hrs., Employer Document # 17. Agreed Document # 4

#### **NRHA**

#### Article 606

Amend:

#### 606 Increments for Part-time Employees:

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 1343 hours worked 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 if 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 hour remaining to be worked as full-time to earn an increment.

### For BRHA Physio

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 if 1300 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 1300 hours calculated under the formula:

 $B = 1950 - (A \times 3/2)$ 

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.

Agreed, January 29, 2015, 1145 hrs., Union Document # 18. Agreed Document # 4

#### **NRHA**

#### Article 907

#### Amend:

Equivalent gross annual rates shall be calculated as follows:

Annual rates = hourly rates x 1885 Annual rates = hourly rates x 1950 Annual rates = hourly rates x 2015 Annual rates = hourly rates x 2080

Agreed, January 23, 2015, 1525 hrs., Employer Document # 17. Agreed Document # 4

#### **NRHA**

1015

**Delete** 

Agreed, January 23, 2015, 1525 hrs., Employer Document # 17. Agreed Document # 4

#### NRHA

1305

Amend:

a) A - Former BRHA

A callback is a callback to return to work and not to work for a particular patient. A callback is defined as a callback to return to the place of work received by an employee during the period between completion of regularly scheduled hours of work and subsequent starting time. A callback shall be calculated from the time the employee arrives at the place of employment until she leaves the place of employment.

#### B - Former NOR-MAN

A callback is defined as a call to return to work, which is received by an employee during the period between completion of regularly scheduled hours of work and subsequent starting time.

A callback shall be calculated from the time the employee arrives at the place of employment until the confirmation of the completion of duties with the Nursing Supervisor.

A callback is a callback to the place of employment and not to a particular patient.

Agreed, January 29, 2015, 1145 hrs., Union Document # 18. Agreed Document # 4

#### **NRHA**

1401 d) Amend:

Notwithstanding the above, where an employee works a "modified" (12-hour) shift, evening and night premiums shall be paid in accordance with the hours within the shifts as defined in Article 205.

Agreed, January 23, 2015, 1525 hrs., Employer Document # 17. Agreed Document # 4

**NHRA** 

1407 Amend:

1807

Agreed, January 23, 2015, 1525 hrs., Employer Document # 17. Agreed Document # 4

**NRHA** 

2208

Amend:

The Association shall hold the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction. If available, appropriate electronic copies of said information shall also be sent to Association office.

Agreed, January 23, 2015, 1525 hrs., Employer Document # 17. Agreed Document # 4

**NRHA** 

2605

Amend:

Effective date of ratification, April 27, 2007. As established under the Civil Service Superannuation Plan, former civil service employees may carry-over vacation credits to retirement in accordance with following:

- a) Commencing up to four (4) years prior to the employee's retirement date, an employee may bank up to 50 days of vacation credits provided that a maximum of one year's vacation credits are carried forward from one vacation year to the next.
- b) An employee may only bank a maximum of fifty (50) vacation days.
- c) An employee must provide in writing his or her intended retirement date at the time she/he commences banking vacation credits for this purpose.

Agreed, January 23, 2015, 1525 hrs., Employer Document # 17. Agreed Document # 4

**NRHA** 

3406

- Amend:
- a) Requests for scheduling of vacation shall be submitted to each departmental/site supervisor/ manager. Said requests will be considered by both departmental/site supervisor/manager and shall be granted in accordance with the provisions of Article 15, based on the employee's seniority within each work site.
- b) Requests for unpaid or paid leaves of absence shall be submitted to each department/site supervisor/ manager, and shall be granted in accordance with the appropriate provisions of the Collective Agreement.

Agreed, January 23, 2015, 1525 hrs., Employer Document # 17. Agreed Document # 4

**NRHA** 

**MOU 28** 

**Midwives** 

Amend:

Article 15 Annual Vacations (as outlined in the collective agreement, except as follows)

The parties agree that annual vacation rates of accrual for effected employees (no **affected** employees for NRHA) shall be grandfathered, and thereafter, shall only be adjusted as per the provisions outlined in Article 1504 of the collective agreement.

Agreed March 18, 2015, 1420 hrs., Employer Document # 25B Agreed to Document # 5

**MOU 30** 

MOU 30 - Burntwood - Prescription Drugs

Amend:

MEMORANDUM OF UNDERSTANDING #30

Between

**NORTHERN REGIONAL HEALTH AUTHORITY** 

Agreed January 29, 2015, 1145 hrs., Association Document # 18.

Agreed Document # 4

**NRHA** 

**MOU 31- NOR-MAN Snow Lake Standby** 

Amend:

MEMORANDUM OF UNDERSTANDING #31

Between

**NORTHERN REGIONAL HEALTH AUTHORITY** 

Agreed January 29, 2015, 1145 hrs., Association Document # 18.

Agreed Document # 4

**NRHA** 

MOU 32 - NOR-MAN - EMS - 12hr

Amend:

MEMORANDUM OF UNDERSTANDING #32

Between

**NORTHERN REGIONAL HEALTH AUTHORITY** 

Agreed January 29, 2015, 1145 hrs., Association Document # 18.

Agreed Document # 4

**NRHA** 

MOU 33 - NOR-MAN - EMS 8 hr

Amend:

MEMORANDUM OF UNDERSTANDING #33

Between

**NORTHERN REGIONAL HEALTH AUTHORITY** 

Agreed January 29, 2015, 1145 hrs., Association Document # 18.

Agreed Document # 4

**NRHA** 

MOU 34 - Compressed Work Week

Amend:

**MEMORANDUM OF UNDERSTANDING #34** 

Between

**NORTHERN REGIONAL HEALTH AUTHORITY** 

Agreed January 29, 2015, 1145 hrs., Association Document # 18.

Agreed Document # 4

NRHA

**MOU 35 - EMS- GR** 

**NORTHERN REGIONAL HEALTH AUTHORITY** 

and

## MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

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
- a) 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.
- b) 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

Agreed January 29, 2015, 1145 hrs., Association Document # 18. Agreed Document # 4

## NRHA MoU RE Jensen/Watkins

WHEREAS the BRHA has paid Kathy Jensen, Community Family Counsellor and Lynn Watkins, Health Promotion and Education Specialist on the basis of 2015 hours per annum and they should have been paid on the basis of 1950 hours per annum, The Parties agree:

- 1- That both individuals will continue to be paid on the basis of 2015 hours per annum until such time as they vacate their respective position;
- 2- Once either of the two positions named above becomes vacant, the position will be posted and paid on the basis of 1950 hours per annum as per the collective agreement. This agreement is concluded without precedent and without prejudice basis to any future local issues or provincial collective bargaining

Agreed March 26, 2015, 1145 hrs., Association Document # 26B. Agreed Document # 5

## NRHA MOU Staff Pharmacist salary scale

Parties agree to the MOU as provided knowing that the scales will be adjusted appropriately to reflect increases from the 2010 – 2014 agreement and any other increases achieved at this table will be reflected in this scale in the new agreement.

Agreed January 22, 2015, 1000 hrs., Association Document # 16. Agreed Document # 4

#### NRHA MOU Northern Regional Supervisor EMS Premium

Move MOU in the body of the Collective Agreement and remove settlement language (grievance #, etc).

# Manitoba Association of Healthcare Professionals (MAHCP) And

Northern Regional Health Authority (NRHA)

Re: Assignment of Overtime

The parties agree:

- Effective April 1, 2012, a new premium called the Northern Regional Supervisor EMS
  Premium (NRSEP) will be applied to all hours worked including overtime hours by the EMS
  Supervisors (The Pas & Flin Flon) and the Clinical Supervisor. The NRSEP will not attract
  overtime rates. The premium does apply to hours paid but not worked (example: vacation,
  sick leave, etc).
- 2. The Operations Supervisor (Grand Rapids) will not be eligible for the NRSEP. Should the incumbent obtain the ICP designation he/she would become eligible for the NRSEP.
- 3. The NRSEP shall be \$0.886/hour. On a go-forward basis the NRSEP shall be adjusted as required to ensure that the difference between the Intermediate Technician top hourly rate and the EMS Supervisor Rate + NREP = 10%.
- 4. The NRSEP will continue until such time as a provincial change in EMS structure and/or salary scales addresses the issue giving rise to this grievance.

Agreed January 29, 2015, 1145 hrs., Association Document # 18. Agreed Document # 4

## NRHA MOU – Compressed Work Week FF Norman

## Applicable to entire NRHA

The parties have agreed, at the request of the employee(s) and subject to the approval of the Employer based on operational requirements, to allow a compressed work week within the following parameters:

- 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.

Agreed January 29, 2015, 1145 hrs., Association Document # 18. Agreed Document # 4

E NRHA (BRHA /Norman)

NORTHERN REGIONAL HEALTH AUTHORITY and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: SELF SCHEDULING AND/OR FLEX TIME

(PRIMARY HEALTH CARE)

**RE: Flex Time** 

**Community Health Programs** 

To assist in the provision of optimal client services within the community setting, the parties agree that the following flex time guidelines will be followed excluding the classifications of Mobile Crisis Clinician, Midwife, and EMS

**Definition of Flex Time (Article 1116 of the MAHCP Collective Agreement)** 

For the purposes of understanding Flex Time the following applies:

- if adjustments are required to the employee's schedule the adjustment shall be made within each bi-weekly pay period to ensure they meet but do not exceed the hours of their FTE.
- 2. At no time will the employee receive a payout of flex time.
- 3. Flex time shall include any and all hours of work as outlined in Article 1101.
- 4. The Employer shall not request the employee to utilize Flex Time to offset Overtime.

#### **Application of Flex Time:**

To assist in the provision of program service demands / optimal client services, the parties agree that the following flex time guidelines will be observed:

- 1. <u>Employees authorized by the Employer to utilize flex time shall have flexibility within</u> his/her work schedule.
- 2. An employee authorized by the Employer to utilize flex time shall submit a work schedule, to their Supervisor/Manager by 4:00 PM on the Monday, preceding the start of the two (2) week schedule.
- 3. The Flex Time Work Schedule shall reflect all anticipated flex time worked and proposed date(s)/time(s) to take this time back. Only in unforeseen extenuating circumstances will the employee be able to carry flex time hours forward to the next pay period.
- 4. In the event, the schedule is not approved the Supervisor/Manager shall consult with the employee to discuss any requirements to alter the proposed schedule.
- 5. The employee's Supervisor/Manager shall review and sign to approve the Flex Time Work Schedule and return this to the employee prior to the bi-weekly period commencing.
- 6. The Employer reserves the right to address perceived abuses of Flex Time on an individual basis.
- 7. Adjustment of Schedule of +/- fifteen (15) minutes or less will not be considered for the purposes of calculating Flex Time earned or utilized.

Should either party wish to terminate or renegotiate this Memorandum of Agreement they must provide notice in writing to the other party with 60 days notification

Agreed, June 19, 2015 1145 hrs., Association Document # 32B. Agreed Document # 5

## E NRHA Appendix B – Site Listing

Amend: FACILITY(IES)/PROGRAM(S)

#### Sites:

- The Pas Health Complex
- Snow Lake Medical Nursing Unit
- Flin Flon General Hospital
- Community Health Programs
- Thompson General Hospital
- Gillam Hospital
- Lynn Lake Hospital
- · Leaf Rapids Health Centre
- Wabowden Health Centre
- Pikwitonei Health Centre

- Thicket Portage Health Centre
- Ilford Health Centre
- Northern Spirit Manor
- Northern Regional Health Authority Administration Building (Thompson)
- Thompson Clinic
- Burntwood Community Health Resource Centre (Thompson)

#### Locations:

- The Pas
- Flin Flon
- Snow Lake
- Cormorant
- Sherridon
- Cranberry Portage
- Thompson General Hospital (Community Consultation Team)
- NRHA Administrative Building Thompson
- NRHA Community Health Resource Centre Thompson
- Gillam
- Leaf Rapids
- Lynn Lake
- Grand Rapids
- Easterville

The Association agrees to the Employer's proposed amendments to Appendix B if the Employer adds the Acquired Brain Injury Unit (Thompson).

Agreed February 19, 2015, 1320 hrs., Employer Document # 31B. Agreed Document # 5

#### **NRHA**

Schedule "D" - Remoteness Allowance

B. #3 - Change to "Northern Regional Health Authority"

Delete current wording in Section "F" and replace with the following

#### F. Rates:

The Biweekly Remoteness Allowance shall be paid on the same basis as the Provincial Government employees and the current rates will be posted by the Employer on its website and updated accordingly.

Any changes to the Remoteness Allowance rates made by the Provincial Government will equally affect all employees covered under the Scope of this Agreement

Agreed January 29, 2015, 1145 hrs., Association Document # 18. Agreed Document # 4

#### NRHA Schedule "D" - Remoteness Allowance C.

C - Change to "Northern Regional Health Authority"

Delete current wording in Section "F" and replace with the following

#### F. Rates:

The Biweekly Remoteness Allowance shall be paid on the same basis as the Provincial Government employees and the current rates will be posted by the Employer on its website and updated accordingly.

Any changes to the Remoteness Allowance rates made by the Provincial Government will equally affect all employees covered under the Scope of this Agreement

Agreed January 29, 2015, 1145 hrs., Association Document # 18. Agreed Document # 4

Signed this /6 day of \_\_\_\_\_\_, 2016.

FOR M.A.H.C.P

FOR THE EMPLOYERS