

COLLECTIVE AGREEMENT

BETWEEN



AND

**WINNIPEG REGIONAL HEALTH AUTHORITY
MIDWIVES**

APRIL 1, 2014 TO MARCH 31, 2018

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PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations, to recognize the mutual value of joint discussion and negotiation in matters pertaining to working conditions and employment, and to encourage efficiency of operations and excellence of service,

AND WHEREAS the parties have agreed to enter into a Collective Agreement containing terms and conditions of employment as herein set forth,

NOW THEREFORE, the Employer and the Union mutually covenant and agree as follows:

ARTICLE 1 - SCOPE OF RECOGNITION

- 1.01 The Employer recognizes the Union and its local 2348 as sole bargaining agent for employees in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-6066.
- 1.02 No employee shall be required or permitted to make a written or verbal employment agreement with the Employer, which conflicts with the terms of this agreement, except in cases mutually agreed upon by the Union, Employer and employee.
- 1.03 Persons whose jobs are not within the bargaining unit shall not work performing services and functions which have been determined as being within the bargaining unit except as mutually agreed upon by the parties or in the case of training or emergency or as may be required for maintenance of professional registration.
- 1.04 Both parties agree in principle that equal pay shall be granted for work of equal value and that this principle shall be recognized to be implicit in the terms of this agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 (a) A “full-time employee” is one who regularly works in accordance with Article 14.
- (b) A “part-time employee” is one who regularly works an established part-time EFT.
- 2.02 Where the context so requires, feminine and masculine genders and singular and plural numbers shall be considered interchangeable.
- 2.03 The term “Union” shall mean the Canadian Union of Public Employees, Local 2348 (Midwives Unit).

- 2.04 The term “Employer” shall mean Winnipeg Regional Health Authority (“WRHA”).
- 2.05 The term “parties” shall mean the Union and the Employer.
- 2.06 The term “employee” shall be deemed to mean Midwife.
- 2.07 A “term employee” is one who works on a full-time or part-time basis for a specified period of time to a maximum of fifty-four (54) weeks, to replace an absent employee or to undertake a special project.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others and without limiting the generality of the foregoing; the right to maintain efficiency and quality of service; the right to direct the work of its employees; the right to hire, classify, promote; the right to determine job content and the number of employees; the right to demote, discipline, suspend and layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this Agreement.
- 3.02 In administering the Collective Agreement, the Employer agrees to act fairly, reasonably, in good faith and in a manner consistent with the terms of the Collective Agreement.

ARTICLE 4 - DISCRIMINATION AND HARASSMENT

- 4.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination, harassment **and bullying**.
- 4.02 The parties agree that there shall be no discrimination based on:
- ancestry, including colour and perceived race
 - ethnic background or origin
 - age
 - nationality or national origin
 - religion or creed
 - **gender identity**
 - sex, including pregnancy
 - marital status or family status
 - sexual orientation
 - physical or mental disability
 - place of residence

- membership or non-membership in the union
- **except as may be allowed under the Manitoba *Human Rights Code*.**

- 4.03 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by the Employer, the Union and the employee(s).
- 4.04 The definition of harassment shall consist of the definition contained in the *Human Rights Code* and shall further include the definition of harassment set out in the Respectful Workplace Policy.
- 4.05 **A copy of the Respectful Workplace Policy shall be included in each employee's orientation package.**

ARTICLE 5 - UNION SECURITY AND REPRESENTATION

- 5.01 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall normally be limited to one (1) per calendar year.
- 5.02 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions.
- 5.03 The Union shall notify the Employer in writing of any changes in the amount of dues at least one month in advance of the end of the pay period in which the deductions are to be made.
- 5.04 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 5.05 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.
- 5.06 The Union agrees to provide the Employer a current list of officers and shop stewards.

- 5.07 Union activities other than those provided for in this Agreement shall not be conducted during the hour of duty of any employee.

Subject to operational requirements the bargaining unit shall be entitled to have meetings to report Union activity and committee updates for up to one (1) hour after each team meeting immediately following the adjournment of the team meeting.

A Union representative or designate will contact the Manager at least two (2) weeks prior to each meeting in order to request and confirm the time for the union meeting. The Employer will not be required to locate alternate meeting space in the event space is not available after team meetings. These bargaining unit Union meetings are unpaid and must be recorded as such.

- 5.08 The **steward or designated member of the bargaining unit**, shall be granted up to thirty (30) minutes at a time approved by the Employer in order to acquaint new employees falling within the scope of this Agreement with the general conditions and responsibilities with respect to this Collective Agreement.

- 5.09 **For time spent with Employer representatives during negotiations of the Agreement, the Union will be allowed to have two (2) employees present at each bargaining session, the first to be on wage recovery from CUPE, the other to be on a time off with pay basis.**

- 5.10 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement. A representative of the Union shall, upon request, be given access to the Employer's premises at a time mutually agreed upon in order to investigate and assist in the settlement of a grievance.

- 5.11 All correspondence arising out of this Agreement shall pass to and from the WRHA or designate and the **stewards of the bargaining unit and the National Representative** or designate.

The Union agrees to provide the Employer with a current list of stewards and National Association representatives or designates and any subsequent changes when requested by the Employer.

ARTICLE 6 - JOINT COMMITTEES

Labour Management Committee

- 6.01 The parties agree to a joint committee being established to deal with matters of mutual concern, including workload concerns, as may arise from time to time in the operation of the Midwifery Service.
- 6.02 The Labour-Management Committee shall be comprised of equal representation from the Employer and the Union. An Employer and a Union representative who is an employee shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- 6.03 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Workplace Safety and Health Committee

- 6.04 The Employer shall comply with the *Workplace Safety and Health Act* and Regulations of the Province of Manitoba.
- 6.05 The parties recognize the importance of establishing a Workplace Health and Safety Committee structure to enhance the ability of employees and the Employer to resolve health and safety concerns.
- 6.06 A representative from the bargaining unit will represent the bargaining unit members on the Regional Health Authority, Health and Safety Committee.
- 6.07 An employee may refuse to perform work at a workplace where she has reasonable grounds to believe and does believe that the particular work is dangerous to her safety or health or the safety and health of another employee or any other person. Where the employee refuses to work under Article 6.07 she shall immediately report her refusal and the reasons therefore to her manager.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

7.02

Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the manner set out below. However, nothing shall preclude the parties from attempting to resolve the grievance via conciliation, mediation or informal discussions or in any other fashion that they may deem appropriate without prejudice to their respective positions.

At any step of the grievance process, the grievor has the right to be present and have a Union representative. At any step of the grievance procedure the Employer may choose to schedule a grievance hearing with the grievor and the Union.

Discussion Stage

Within fifteen (15) working days after the cause of the grievance occurs or at such time that the employee first makes it known that she is aware, the grievor shall attempt to resolve the dispute with her immediate supervisor.

Step 1

Failing satisfactory resolution in the Discussion Stage, the Union shall, within fifteen (15) working days, submit the grievance in writing to the Manager (or designate) and copied to the Director of Human Resources. A numerical reference will be assigned to the file by the employer for use and reference by both all parties.

The Manager (or designate) shall meet with the Union and the grievor within ten (10) working days of the receipt of the grievance in an attempt to resolve the dispute. The Manager or designate shall render written decision on the outcome of the dispute within ten (10) working days of the meeting.

Failing satisfactory resolution in the Discussion Stage, the Union shall, within fifteen (15) working days, submit the grievance in writing with a traceable, numerical identification to the Program Director (or designate) and copied to the Director of Human Resources. The Program Director (or designate) shall meet with the Union and the grievor within ten (10) working days of the receipt of the grievance in an attempt to resolve the dispute. The Director or designate shall render written decision on the outcome of the dispute within ten (10) working days of the meeting.

Step 2

Failing satisfactory resolution in Step 1, the Union shall, within fifteen (15) working days of the manager's written decision, submit the grievance in writing to the next appropriate level of management as determined by the Employer. The Employer shall render a written decision on the outcome of the dispute within fifteen (15) working days of receipt of the grievance.

***Employer responsible to provide grievance number and that no grievance submission will be denied based on tracking numbers.*

- 7.03 Failing satisfactory resolution to the grievance in Step 2, either party may submit the matter to arbitration in accordance with Article 8.

7.04 **Policy/Group Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, Step 1 may be by-passed. However, such grievance shall be filed within twenty (20) working days of the event giving rise to the grievance or the employee becoming aware of the substance of the grievance.

7.05 **Time Lines**

For purposes of determining the lengths of time in the grievance and arbitration procedure, Saturdays, Sundays and Recognized Holidays are excluded.

- 7.06 The time limits established in the grievance and arbitration procedure may be extended by the mutual written consent of the Employer and the Union.

ARTICLE 8 - ARBITRATION PROCEDURE

- 8.01 Within fifteen (15) working days of receipt of the written decision in Step 2, either party may refer the dispute to arbitration by giving written notice to the other party.

- 8.02 Unless both parties agree to the selection of a sole arbitrator within five (5) working days following the matter being referred to arbitration, each party shall in the next ten (10) working days give notice to the other party in writing naming its nominee to the Arbitration Board.

- 8.03 The two (2) named members of the Board shall, within ten (10) working days, name a third member to the Board who shall be chairperson. In the event of a failure to agree upon a third person, the Manitoba Labour Board shall be requested to appoint a Chairperson.

- 8.04 The sole arbitrator or Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 8.05 The sole arbitrator or Arbitration Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator or Arbitration Board shall hear and determine the difference(s) or allegation(s) and render a decision within thirty (30) calendar days from the time it holds its final meeting.
- 8.06 The decision of the sole arbitrator or the majority of the Arbitration Board shall be final and binding and enforceable on all parties and may not be changed.
- 8.07 Within five (5) working days following receipt of a decision in writing, should the parties disagree as to the meaning of the decision of the sole arbitrator or Arbitration Board, either party may apply to the Chairperson of the Arbitration Board or the sole arbitrator for explanation or clarification of the decision and, if necessary, the Board may be recommended to clarify the decision.
- 8.08 Expenses of the Arbitration
- Each party shall pay:
- (a) the fees and expenses of the nominee it appoints;
 - (b) one-half (½) of the fees and expenses of the Chairperson or sole arbitrator.
- 8.09 Employees whose attendance is required at an arbitration hearing shall be granted necessary time off work. The party which called the employee(s), either the Union or the Employer as the case may be, shall be responsible for compensating the employee for the salary and benefit costs associated with the employee's time spent at the hearing.
- 8.10 Nothing in the Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.

ARTICLE 9 - DISCIPLINE AND ACCESS TO PERSONNEL FILE

- 9.01 An employee may be disciplined, discharged, or suspended for just cause only. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the **steward and National Representative**.

- 9.02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee so affected will be given the opportunity to make representation on her own behalf with the assistance of a representative of the Union.
- 9.03 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.
- 9.04 Upon written request, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file at her own expense.
- 9.05 An employee, accompanied by a Union representative if she so elects, may examine her personnel file on request. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 9.06 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 10 - SENIORITY

- 10.01 "Seniority" shall be defined as the length of the employee's continuous service within the bargaining unit, including service prior to the date of certification, subject to Article 10 herein. Part-time employees shall accrue seniority on a pro rata basis.
- 10.02 A "term employee" who is awarded a permanent position shall have her service connected for seniority purposes provided that, in the event of a break in service, such break is less than two (2) months in duration. Seniority accrued while employed as a term employee cannot be exercised over those permanent employees on staff at the date of the term employee's hiring. A term employee shall have no seniority rights in matters of layoff and recall. A permanent employee shall continue to accrue seniority while working in a term position.

10.03 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of Workers' Compensation benefits (up to a limit of twenty-four (24) months) as applicable;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) is on any period of approved parenting leave (paid or unpaid).

10.04 Seniority will be maintained but not accrue if an employee:

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is laid off for less than twenty-four (24) months;
- (c) is on a trial period of an out-of-scope position;
- (d) is on Workers' Compensation benefits in excess of twenty-four (24) months.

10.05 Seniority will terminate if an employee:

- (a) is discharged for just cause and is not reinstated;
- (b) resigns in writing;
- (c) is laid off for a period of twenty-four (24) months;
- (d) fails to report for work as scheduled at the end of a leave of absence or suspension or does not report to work upon recall, without explanation satisfactory to the Employer;
- (e) is promoted or transferred out of the Bargaining Unit and has completed the trial period in the new position;
- (f) retires.

- 10.06 An employee, upon returning to work following an unpaid leave of absence as a result of acceptance under the Disability and Rehabilitation Plan will have her seniority credited based on her established EFT at the commencement of the leave. Such credit will not result in accrual of vacation, income protection or retirement bonus.
- 10.07 The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. A current seniority list shall be sent to the Union upon written request. Such requests shall normally not be made more than once per calendar year.

ARTICLE 11 - VACANCIES AND TRANSFERS

- 11.01 All vacant positions which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. All postings shall state required and preferred qualifications or skills, salary range, the equivalent to full-time (EFT) and the closing date of the competition. The Employer will not advertise externally before an internal posting has occurred, however internal posting and external advertising may occur simultaneously.
- Should the Employer decide to leave the position vacant, the shop steward shall be informed.
- 11.02 Seniority shall be considered as a factor in vacancy selection and if all other posted selection criteria are relatively equal it shall be considered as the governing factor.
- 11.03 The Union shall be notified of all appointments within the bargaining unit, layoffs, recalls, transfers and terminations of employment.
- Where a midwifery position vacancy exists, a midwife will be appointed to participate on the selection committee in an advisory role.**

ARTICLE 12 - PROBATIONARY PERIOD

- 12.01 All newly hired full-time employees, as well as part-time and term employees, shall be employed on a probationary basis for a period of six (6) months from the date of hire.

During the probationary period, unless otherwise specified, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated with cause at any time during the probationary period. After completion of the probationary period, seniority shall be effective from the date of employment. The probationary period may be **reasonably** extended after consultation with the Union.

- 12.02 Notwithstanding Article 12.01, a newly hired employee who is registered with supervision **and/or mentoring** requirements as determined by the College of Midwives of Manitoba ("CMM") shall be a probationary employee until such time as:
- (a) where the CMM supervision **and/or mentoring** requirements are for less than or equal to six (6) months, the employee has completed six (6) months of continuous employment following the removal of the supervision **and/or mentoring** requirements; or
 - (b) where the CMM supervision **and/or mentoring** requirements are greater than six (6) months, the employee has completed three (3) months of continuous employment following the removal of the supervision **and/or mentoring** requirements.

ARTICLE 13 - LAYOFF AND RECALL

13.01 Definition of a Layoff

Layoff shall be defined as a reduction in the work force.

13.02 Notice to Union

Prior to any layoff involving permanent employees, the Employer shall notify the Union of any pending layoffs as soon as possible.

13.03 Notice to Employees

Employees to be laid off shall be given a minimum of two (2) pay periods' notice or pay in lieu of notice not given. Notice of layoffs shall be copied to the Union.

13.04 Layoff Procedure

Layoffs within the bargaining unit shall be determined by seniority with the person with the least seniority being laid off first, provided that the remaining employees have the required qualifications and ability to perform the work required.

13.05 Recall Procedure

To be eligible for recall, the employees must file their name and current address with the Employer at the time of layoff and at the time of any subsequent change.

A person who is laid off must respond to the Employer within seven (7) calendar days of notice of recall being mailed by registered mail or hand delivered to the person's recorded address.

Employees who are laid off shall be recalled in order of seniority to positions for which they possess the required qualifications and ability.

The right of a person who has been laid off to be recalled under this Agreement will be forfeited in the following circumstances:

- (a) after twenty-four (24) months of layoff;
- (b) if the person did not communicate with the Employer as specified above; and
- (c) if the person does not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.

13.06 No New Employees

No new employees shall be hired until all laid off employees who possess the required qualifications and ability to perform the duties of the position have been given the opportunity of recall.

ARTICLE 14 - HOURS OF WORK

14.01 The parties recognize that flexibility in hours of work is essential in providing midwifery services.

14.02 The employee will be responsible for scheduling her own hours of work. Each employee shall submit a log of hours worked to her manager at the end of each biweekly period or more often if required. The hours of work shall be eighty (80) hours per biweekly period averaged over six (6) consecutive biweekly pay periods.

14.03 In consultation with the Employer, the employee shall make every reasonable effort to alter her schedule over the remainder of the period referred to in Article 14.02 in order to maintain an average of eighty (80) hours worked in the biweekly period.

- 14.04 At the request of the employee, consideration for transfer to a different Practice Group may be given upon discussion between the Employer and the Practice Group(s) involved.

ARTICLE 15 - GENERAL HOLIDAYS

- 15.01 The following are recognized as general holidays for the purposes of this Agreement:

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

and any other day proclaimed as a holiday by the Federal or Provincial Government.

- 15.02 An employee who is required to work as a result of being "On Call" on a general holiday shall be paid one and one-half times (1½ x) her basic rate of pay for the hours worked. In addition, the employee shall be granted time off equivalent to the time worked to be taken at a time mutually agreed between the Employer and the employee. This clause does not apply to periods of "On Call" occurring on a general holiday where the employee is not required to work.
- 15.03 If a general holiday falls during an employee's scheduled vacation she shall be granted an alternate day off with basic pay at a mutually agreeable date.
- 15.04 If a general holiday falls on a day on which an employee is receiving income protection benefits she shall be paid for the general holiday without deduction from accrued income protection credits.
- 15.05 **Except in extenuating circumstances subject to the Employer's approval, the employee shall schedule stat time back prior to the end of the fiscal year (March 31st); if an employee fails to schedule stat time off she shall have her stat hours scheduled by the Employer.**

ARTICLE 16 - ANNUAL VACATION

- 16.01 The vacation year shall be designated as the twelve (12) month period commencing April 1st and ending March 31st of the following year.

- 16.02 A full-time employee who has completed less than one (1) year's continuous employment as of the cutoff date indicated in 16.01 will be granted vacation on a proportionate basis. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. Such employee may, on request, also receive sufficient leave of absence to complete any partial week of vacation.
- 16.03 Annual vacation shall be earned at the rate of:
- (a) 15 working days per year commencing in the first year of employment;
 - (b) 20 working days per year commencing in the fourth year of employment;
 - (c) 25 working days per year commencing in the eleventh year of employment;
 - (d) 30 working days per year commencing in the twenty-first year of employment.
- 16.04 Part-time employees shall earn vacation pay on a pro rata basis based on full-time employees' vacation allotment.
- 16.05 Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance.
- 16.06 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period in which the vacation was earned but not taken:
- (a) 15 days per year - 6% of basic pay;
 - (b) 20 days per year - 8% of basic pay;
 - (c) 25 days per year - 10% of basic pay;
 - (d) 30 days per year - 12% of basic pay.
- 16.07 **In January of each year the Employer will physically post, in each midwifery practice site, a projected vacation entitlement list. Employees shall indicate their preferences as to dates within thirty (30) days of posting of the projected entitlement list.**

Each practice group will attempt to determine, through consensus, how vacation will be taken throughout the year dependent on the needs of the employees and their clients. Consideration shall be given to seniority, reasonable and equitable rotation of the months of July and August, and the dates December 25th, 31st, and January 1st.

Beginning February 15th, each practice group will meet with the Employer to obtain approval of vacation for the upcoming year.

If not all requested vacation can be approved due to operational requirements then the Employer shall approve vacation in order of seniority.

Except in extenuating circumstances subject to the Employer's approval, a midwife who fails to indicate her choice of vacation dates in accordance with the above, shall have her vacation scheduled by the Employer.

- 16.08 The Employer will post an approved vacation schedule a minimum of one (1) week prior to the commencement of the vacation year at set out in 16.01. Subject to maintaining operational requirements the Employer will give due consideration to employee preference and individual circumstances, including seniority, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer. **The employee shall submit the request in writing for approval by the Employer prior to taking the vacation.**
- 16.09 An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 16.10 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- 16.11 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
- 16.12 In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

Where an employee is subpoenaed for jury duty or is in receipt of WCB benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.

16.13 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 in order to accommodate scheduling.

16.14 **Effective April 1, 2016:**

In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (five [5] days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative.

Part-time employees shall be entitled to a pro rata portion of this benefit.

ARTICLE 17 - INCOME PROTECTION

17.01 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers' Compensation Board or by the Manitoba Public Insurance Corporation ("MPI") shall be entitled to her regular basic pay to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by the Manitoba Public Insurance Corporation.

- (a) In the case of medical, dental or chiropractic examinations or treatment, the employee shall be allowed time off with pay to attend such appointments to the extent that she has accumulated income protection credits.
- (b) (i) The Employer agrees to participate in the HEB Disability and Rehabilitation (D&R) Plan. The benefit levels will be as stipulated in the D&R Plan. The Employer will pay the D&R premium to a maximum of 2.3% of base salary.

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

- (ii) Where an employee has been away from work due to illness for six (6) consecutive weeks the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Union are willing to assist the employee with completion of the documentation/application should the employee request.
- (iii) Subject to compliance with paragraph (b), in the event;
 - (A) an employee does not have sufficient accrued income protection to cover the one hundred and nineteen (119) calendar day elimination period, or
 - (B) the employee's D&R application has not been approved by the end of the elimination period,

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

- 17.02 (a) An employee who is unable to report for work due to illness shall inform **her Supervisor or designate prior to the commencement of her next scheduled shift(s). An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.**

- (b) Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing to cover the anticipated absence, the Employer shall have the right to cancel the alternate staffing without additional cost.

- 17.03
- (a) Income protection shall accumulate at the rate of one and one-quarter ($1\frac{1}{4}$) days per month with no maximum.
 - (b) Subject to the provisions of 17.03 (a) of each one and one-quarter ($1\frac{1}{4}$) days of income protection accumulated, one day shall be reserved exclusively for the employee's personal use as outlined in Article 17.01. The remaining one-quarter ($\frac{1}{4}$) of a day shall be reserved for either the employee's personal use or for use in the event of family illness as outlined in Article 17.13 or to offset the waiting period for Employment Insurance ("EI") benefits for maternity/parental leave as outlined in 18.03
 - (c). The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

In the employee's first year of employment, amend one (1) day to read three-quarters ($\frac{3}{4}$) of a day and amend one-quarter ($\frac{1}{4}$) of a day to read one-half ($\frac{1}{2}$) of a day.

- 17.04 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.
- 17.05 Except as provided in 10.06, income protection credits will accumulate on the same basis as seniority is accrued under Article 10.
- 17.06 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
- 17.07 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employees' fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- 17.08 An employee who is accepted for benefits under the Disability and Rehabilitation Plan to commence immediately following the elimination period will be entitled to unpaid leave of absence of up to two (2) years.

17.09

Income Protection and Workers' Compensation

An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.

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

By application from the employee, the Employer will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. Such supplementation shall continue for a maximum period of one hundred and nineteen (119) days from the first day of supplement.

Regular net salary will be based on the employee's basic salary (exclusive of overtime and premiums) less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions, and any benefit plan contributions which are waived under the terms of the plan.

Subject to the provision of each plan, the employee may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan and life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

If at any time it is decided by the Workers' Compensation Board that a supplement paid by the Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by the Workers' Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.

Further to this, the Employer shall notify Workers' Compensation of salary adjustments at the time they occur.

17.10

- (a) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Employer requesting an advance subject to the following conditions:

- (i) Advance payment(s) shall not exceed the employee's basic salary, less the employee's usual income tax deductions, Canada Pension Plan contributions and EI contributions.
 - (ii) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
 - (iii) The employee shall reimburse the Employer by assigning sufficient WCB payment to be paid directly to the Employer to offset the total amount of the advance.
- (b) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of the Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
 - (c) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

17.11

Work Assessment

Where the Workers' Compensation Board recommends a work assessment period or a modified return to work period, the Employer upon official written request will make reasonable effort to arrange for such assessment/return, subject to WCB covering all related costs.

17.12

MPI Advance

- (a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance Corporation. The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.
- (b) Subject to (a), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:

- (i) Advance payment(s) shall not exceed the employee's basic salary less the employee's usual income tax deductions, Canada Pension Plan contributions and EI contributions.
- (ii) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (c) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.
- (d) In the event that MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.

17.13 Subject to the provisions of 17.03 (b), an employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver.

17.14 If an employee is to be absent for illness for a period exceeding her income protection, including EI credits and income protection credits, she must request, or cause someone on her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 General Leave

An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and the anticipated duration. Each request will be considered on an individual basis.

An employee shall give four (4) weeks' notice except in an emergency.

However, where an employee is requesting a personal leave of absence in excess of six (6) months in duration, such requests must be submitted with a minimum of ninety (90) days' notice.

Seniority on any such leaves shall be maintained in accordance with Article 10.04.

All leave requests shall be considered within operational requirements, potential risks to clients, and potential impact on the workload of remaining midwives. Following said consideration, any requests shall not be unreasonably denied but will be granted at the sole discretion of the Employer.

18.02 Parenting leave consists of maternity and parental leave. Parental leave includes paternity and adoptive leave.

18.03 An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan "A" or Plan "B" but not both.

Maternity Leave - Plan "A"

- (a) In order to qualify for maternity leave, a pregnant employee must:
 - (i) have completed six (6) months of continuous employment with the Employer;
 - (ii) submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her application as the day on which she intends to commence leave;
 - (iii) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

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

- (b) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
 - (i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the medical certificate, or

- (ii) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
 - (iii) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Manager.
- (c) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated income protection against the EI waiting period. These ten (10) days shall be prorated for part-time employees based on their equivalent to full-time status. The Employer shall identify on the employee's record of Employment that the accumulated income protection credits granted are to be applied against the waiting period for the maternity leave.

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

- (d) During the seventeen (17) week duration of maternity leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the maternity leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of the health related condition.

18.04 Plan B

- (a) In order to qualify for Plan B, a pregnant employee must:
- (i) have completed six (6) continuous months of employment with the Employer;
 - (ii) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;

- (iii) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (iv) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.
- (b) An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:
 - (i) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from maternity leave or at any time during the six (6) months following her return from maternity leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (ii) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and
 - (iii) should she fail to return to work as provided under (i) and/or (ii) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (c) An employee who qualifies is entitled to a maternity leave consisting of:
 - (i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 18.04 (a) (iii).
 - (ii) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 18.04 (a) (iii).
 - (iii) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.

- (d) During the period of maternity leave, an employee who qualified is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (i) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (ii) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earning.
 - (iii) All other time as may be provided under Article 18.04 (c) shall be on a leave without pay basis.
- (e) An employee may end her maternity leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.
- (f) Plan B does not apply to temporary employees.
- (g) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

18.05 Sections 52 through 57.12 (2) inclusive and Section 60 of the *Employment Standards Code* respecting maternity leave shall apply.

18.06 An employee in a full-time position prior to going on maternity leave and in receipt of the income supplement, and who returns from leave to a job sharing arrangement, must work twelve (12) months (i.e. the equivalent of six (6) months of full-time service), otherwise they will be required to reimburse the Employer for the maternity supplement.

18.07 Parental Leave

- (a) In order to qualify for parental leave, an employee must:
 - (i) be the natural mother of a child; or
 - (ii) be the natural father of the child or must assume actual care and custody of this newborn child; or
 - (iii) adopt a child under the law of the province.

- (b) An employee who qualifies under (a) above must:
 - (i) have completed six (6) months of employment; and
 - (ii) except in the case of adoption leave, in accordance with (a) (iii) submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;
 - (iii) In the case of adoption leave, in accordance with (a) (iii), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.
- (c) An employee who qualifies in accordance with (a) and (b) (i), (ii) and (iii) as above is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks inclusive of vacation as specified below. In no case, however, shall any employee be absent on maternity leave plus parental leave (inclusive of vacation as specified below) exceeding fifty-two (52) consecutive weeks.

Where maternity leave and/or parental leave exceeds seventeen (17) weeks, the employee may elect to carry over to the next vacation year, up to five (5) days of the current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of commencement of leave, in accordance with Article 16 - Annual Vacation, will be retained and will be available to be taken in the following vacation year.

- (d) Subject to (e) parental leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
- (e) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Employer.
- (f) An employee may end her parental leave earlier than the date specified by giving her Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date she wishes to end the leave.

18.08 Sections 58(1) through 59.1(2) inclusive and Section 60 of the *Employment Standards Code* respecting parental leave shall apply.

18.09 Bereavement Leave

An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, stepparent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancée and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment or four (4) calendar days following the death, whichever is greater. Bereavement leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral.

18.10 Necessary time off up to one (1) day at basic pay will be granted an employee to attend a funeral as a pallbearer.

Necessary time off up to one (1) day at basic pay may be granted to an employee to attend a funeral as a mourner.

18.11 (a) Except as provided in (b), probationary employees shall be entitled to unpaid bereavement leave for a duration stipulated in Article 18.09 and may be entitled to unpaid leave for a duration stipulated in Article 18.10.

(b) Probationary employees having completed their initial six (6) month probationary period but who remain on probation as a result of the provisions of Article 12.02 (b) shall be entitled to paid bereavement leave for a duration stipulated in Article 18.09 and may be entitled to paid leave for a duration specified in Article 18.10.

18.12 Jury and Witness Duty

An employee required to serve as a juror or subpoenaed as a witness in any court of law shall receive leave of absence at her basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

18.13 Citizenship Leave

Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

18.14 Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/Employee benefit programs.

18.15 Leave of Absence for Union Function/Union Office

- (a) Upon written request to the Employer with a minimum two (2) weeks' notice **(or more if reasonably possible)**, an employee elected or appointed to represent the Union at conventions, committees, or seminars shall be allowed leave of absence without pay, providing operation requirements permit.
- (b) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to one (1) year. Such leave may be renewed each year, by mutual consent of the Union and the Employer. **The Employer will continue to pay the employee, subject to recovery of payroll and related benefit costs from the Union.**

18.16 Leave for Public Office

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during her term of office.

18.17 Educational Leave

(a) Educational Leave Defined

Education leave is paid or unpaid time taken by staff to improve professional capability and is pertinent to the work of the unit. The following types of leave may be considered to fall under the classification of education leave.

- Conferences
- Workshops
- Course or classes
- Studying and taking examinations for professional certification/registration
- Other situations as mutually agreed between the employee and the Employer

(b) Approval of Education Leave

Attendance will be at the discretion of the Employer. All requests are to be made in writing and shall include:

- Date of event
- Agenda of event
- Breakdown of costs and assistance requested
- Notice of invitation to take part or be present at event and copy of abstract of paper (if applicable).

(c) Employer Directed Education Leave

When the Employer requires an employee to attend a conference or workshop, the Employer shall pay all reasonable costs.

18.18 Subject to Article 18.17, the Employer shall approve, if reasonably possible, up to ten (10) paid days (prorated for part-time employees) of leave **for each employee** at a time or times acceptable to the Employer for the purpose of maintaining and enhancing **each employee's** professional skills and competency and to participate in professional activities of the College of Midwives of Manitoba **or Midwives Association Manitoba**.

18.19 Compassionate Care Leave

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

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

- (A) the day the certificate was issued, or
- (B) if the leave was begun before the certificate was issued, the day the leave began; and
- (ii) the family member requires the care or support of one or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
 - (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) a parent of the employee or spouse or common-law partner of the parent;
 - (iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 10.03 (d) and 10.04 (a).
- (h) Subject to the provisions of 17.03 (b), an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 18.09.

ARTICLE 19 - SALARIES AND INCREMENTS

- 19.01 Employees shall be paid in accordance with Appendix "A" Salary Schedules attached to and forming part of this Agreement.
- 19.02 Employees shall be paid every two (2) weeks.
- 19.03 Increments
- (a) Increments as specified in salary Schedule "A" shall be granted annually on the anniversary date of the employee's employment, or as altered by the terms of this agreement.
 - (b) If an employee takes an unpaid leave of absence, the annual date on which she/he will be paid an increment will be delayed for one (1) month for every full month she/he is on leave of absence.
- 19.04 When an employee is appointed to a higher classification, such employee shall be placed in an incremental level in her new classification, which will provide an immediate increase of salary. Further increments are due on the anniversary date of initial employment.
- 19.05 When an employee is temporarily assigned to perform substantially all the duties of a higher paid classification for a period in excess of two (2) days she shall be paid a rate in accordance with the higher salary range.

ARTICLE 20 - TECHNOLOGICAL CHANGE

- 20.01 Technological change shall mean the introduction by the Employer into the work, or undertaking or business of equipment or material of a different nature or kind than that previously used in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:
- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
 - (b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.

- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this agreement.

20.02 Transfer Arrangements

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

20.03 Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

ARTICLE 21 - SPECIAL PROVISIONS RE PART-TIME EMPLOYEES

21.01 Unless otherwise specified, this Agreement is applicable to part-time employees on a pro rata basis.

21.02 Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

21.04 Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

21.05 General Holidays

Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular paycheck.

21.08 Bereavement Leave

An employee shall be granted up to four (4) regularly scheduled consecutive days without loss of pay and benefits in the case of the death of a parent, stepparent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancée and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment or four (4) calendar days following the death, whichever is greater. Bereavement leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral.

ARTICLE 22 - TERMINATION OF EMPLOYMENT/NOTICE

22.01 An employee may terminate her employment by giving four (4) weeks' written notice.

22.02 Employment may be terminated with lesser notice or without notice:

- (a) by mutual agreement between the Employer and the employee; or
- (b) during the probationary period of a new employee;
- (c) in the event an employee is dismissed for just cause.

22.03 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

Where lesser or no notice is given by the Employer, payment in lieu of notice shall be given except in cases of discharge for just cause.

22.04 The Employer and Union recognize the value in exit interviews and encourages each midwife who terminates her employment for reasons other than retirement to participate in one. The Employer will allow an employee to be accompanied by a Union representative when requested by the midwife.

ARTICLE 23 - JOB SHARING

23.01 Job sharing is a work arrangement where the duties and responsibilities of a position are shared by two employees. Each employee is accountable for the whole job.

23.02

General Principles

- (a) Nothing contained in this article shall vary or change the Collective Agreement in intent or meaning.
- (b) Job sharing positions are employee initiated and can be requested by any employee who has completed the probationary period in her position.
- (c) When an employee requests to job share, the job share shall be the position she was holding at the time of the request, unless the employee agrees otherwise.
- (d) Job sharing employees shall sign a job sharing agreement.
- (e) No one job share employee shall own the position. An employee who is an incumbent in a job sharing arrangement does not have any continuing rights to the position being job shared or does not retain rights to any previous position held.
- (f) If required, at the discretion of the Employer, an employee who is an incumbent in a job sharing arrangement will fill the position that is currently being job shared at any time the other incumbent is not available or terminates.
- (g) For the purpose of this article, job sharing employees shall each be considered part-time and subject to the provisions of Article 21.

23.03

Job sharing arrangements are subject to the approval of the Employer and shall be documented and signed by the job sharing employees and the Employer with a copy sent to the Union. Should any problems arise after the commencement of a job sharing agreement, the Employer may alter or terminate the job sharing agreement in whole or in part. In the event of termination thirty (30) days' notice shall be given.

ARTICLE 24 - TERM OF AGREEMENT

24.01

- (a) This Agreement shall be in full force and effect from April 1, **2014** to March 31, **2018**.
- (b) Should the parties fail to conclude a new collective agreement prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.

- (c) The Union agrees to give the Employer at least **two (2) weeks' (fourteen [14] days')** written notice as to the date of intended strike action.
- (d) The Employer agrees to give the Union at least **two (2) weeks (fourteen [14] days')** written notice as to the date of intended lockout.

24.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and formation of a new Agreement.

24.03 This Agreement may be amended during its term by mutual agreement.

24.04 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

24.05 Should there be retroactive wage and benefit adjustments, they shall be made payable within forty-five (45) days of the date of ratification of the Agreement by both parties. Such retroactive adjustments shall be applied as follows:

- (a) to employees who are covered by this Agreement at the date of ratification of this Agreement;
- (b) upon written application, to employees who have resigned according to the retirement provisions of this Agreement;
- (c) upon written application, to the estate of deceased employees.

24.06 Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

ARTICLE 25 - PROFESSIONAL LIABILITY INSURANCE/CIVIL LIABILITY

25.01 The Employer shall provide liability insurance for employees within the bargaining unit.

25.02 If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort (lawsuit) committed by him or her in the performance of his or her duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to, being commenced against him or her shall advise the Employer through the Program Manager/Director of any such notification or legal process;
- (b) 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;
- (c) 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 the conduct of the employee which gave rise to the action did not constitute gross negligence of his or her duty as an employee.
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

ARTICLE 26 - EXPENSES

26.01 Where an employee is required and authorized to use her privately owned vehicle on the Employer's business she shall be reimbursed in accordance with the Employer's expense policy. Parking expenses incurred in the course of employment as documented by receipt and/or written declaration shall be reimbursed by the Employer. Reimbursement shall be calculated at the set corporate kilometer rate and adjusted as warranted by changes in the set corporate rate.

A midwife responding during on-call time shall be reimbursed for all mileage in accordance with the set corporate kilometer rate.

26.02 Where, in the course of providing midwifery services at a client's residence it becomes necessary to arrange for ambulance transport to a hospital, and it is necessary for the midwife to accompany the client in the ambulance, the employee shall be reimbursed, upon provision of a receipt, for taxi fare from the hospital to the client's residence in order to retrieve the employee's vehicle.

ARTICLE 27 - GENERAL

- 27.01 A suitable notice board or notice board space for the use of the Union will be provided by the Employer. Such notice board shall be located in each building where members of the bargaining unit are regularly located.

ARTICLE 28 - EMPLOYEE BENEFITS

- 28.01 **Enrolment in the HEB Manitoba Group Pension Plan, Group Health, Disability and Rehabilitation Plan, Dental Plan and Group Life Insurance Plan is a condition of employment for all employees, providing the employee qualifies under the conditions of each plan.**

The details of each plan are as determined by the trustees of the above noted plans and identified in the respective plan texts and HEBP rules and regulations.

- 28.02 **HEPP Contribution Rate Increases**

Employer and employee contribution rates for the HealthCare Employees' Pension Plan - Manitoba (HEPP) shall be increased as follows:

January 1, 2011 - Employer contribution rate to increase by 1.0% (Employer portion 0.5% and employee portion 0.5%)

April 1, 2012 - Employee contribution rate to increase by 0.8% (Employer portion 0.4% and employee portion 0.4%)

April 1, 2013 - Employer contribution rate to increase by 0.1% resulting in an overall contribution rate increase of 1.1%

Employee contribution rate to increase by 0.3% resulting in an overall contribution rate increase of 1.1% (resulting in the new rates of 7.9% up to YMPE and 9.5% for earnings in excess of YMPE).

- 28.03 **Pre-retirement Leave**

Midwives retiring in accordance with the following:

- (a) retire at the age of 65 or more; or
- (b) have completed at least ten (10) years continuous service with the WRHA and retire after the age of 55 but before 65; or

- (c) **have completed at least ten (10) years of service with the WRHA, whose age plus years of service equals 80;**

shall be granted a retirement bonus to be calculated on the basis of four (4) days per year of employment. Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date.

ARTICLE 29 - MIDWIFERY EQUIPMENT AND SUPPLIES

- 29.01 The Employer shall provide and maintain the necessary **up-to-date** equipment and supplies.

Employees are responsible for the reasonable care and custody of equipment and supplies assigned to them.

Where necessary repair or replacement is required, the Employer will endeavor to do in a timely manner.

- 29.02 **In recognition of the fact that during the performance of their duties midwives may have their clothing or personal property damaged, the Employer agrees to make appropriate compensation upon the reporting of such an incident.**

- 29.03 **An employee proceeding on a leave of absence or terminating her employment shall return all WRHA equipment and supplies. The Employer or designate shall meet with the employee to review and sign off all equipment returned by the employee.**

- 29.04 **The Employer shall make every reasonable effort to facilitate access, for all midwives to a sleep room for midwives to access as necessary, at hospitals where midwives have admitting privileges and the Birth Centre.**

- 29.05 **The Employer will agree to provide the employees with a smartphone model as available through EHealth.**

ARTICLE 30 - OVERPAYMENTS

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

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

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

ARTICLE 31 - CHANGES IN CLASSIFICATION

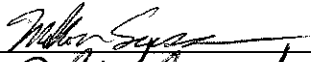
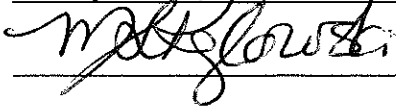
- 31.01** In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classifications falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. All employees affected by change shall have opportunity to provide feedback to the proposed changes.
- 31.02** Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Schedule “A” of this Agreement.
- 31.03** If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 31.04** Failing agreement, the matter may be referred to arbitration in accordance with Article 11.

ARTICLE 32 - BREASTFEEDING AND FAMILY RESPONSIBILITY


- 32.01** The Union and Employer recognize the health benefits of breastfeeding and the importance of supporting choice. The Employer shall endeavor to provide working conditions conducive to the continuance of breastfeeding for midwives on their return from maternity/parental leave.


This Agreement signed this 18 day of May, 2016.

**FOR WINNIPEG REGIONAL HEALTH
AUTHORITY**

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**





SCHEDULE "A"

CUPE - WRHA – Midwives

Schedule 'A'

Employer Classification	Annual Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
Effective: April 1, 2014							
Midwife	2080 Annual	81,019.41	84,072.21	87,745.69	91,136.28	94,921.66	96,819.63
Clinical Midwifery Specialist	2080 Annual	87,745.69	91,136.28	94,921.66	98,717.60	102,667.66	104,719.74
Effective: April 1, 2015							
Midwife	2080 Annual	82,234.70	85,333.29	89,061.88	92,503.33	96,345.49	98,271.93
Clinical Midwifery Specialist	2080 Annual	89,061.88	92,503.33	96,345.49	100,198.36	104,207.67	106,290.54
Effective: April 1, 2016							
Midwife	2080 Annual	87,039.96	90,843.12	94,353.39	98,272.40	102,075.54	104,117.05
Clinical Midwifery Specialist	2080 Annual	94,353.39	98,272.40	102,202.33	106,291.82	110,405.32	112,613.42
Effective: October 1, 2016							
Midwife	2080 Annual	88,523.14	92,964.35	97,405.57	101,846.78	106,288.00	108,413.76
Clinical Midwifery Specialist	2080 Annual	95,961.20	100,567.11	105,508.41	110,157.89	114,961.53	117,260.76
Effective: April 1, 2017							
Midwife	2080 Annual	90,293.60	94,823.64	99,353.68	103,883.72	108,413.76	110,582.04
Clinical Midwifery Specialist	2080 Annual	97,880.42	102,578.45	107,618.58	112,361.05	117,260.76	119,605.98
Effective: October 1, 2017							
Midwife	2080 Annual	92,099.47	96,720.11	101,340.75	105,961.39	110,582.04	112,793.68
Clinical Midwifery Specialist	2080 Annual	99,838.03	104,630.02	109,770.95	114,608.27	119,605.98	121,998.10

Footnotes

1. Salary rates contained in Schedule "A" are intended to compensate the midwife for delivering midwifery services on a full-time basis and are deemed by the parties to be an all inclusive salary.
2. Part-time midwives shall be compensated on a pro rata basis.
3. Effective October 1, 2012, a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A". Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion of the following:
 - (a) Twenty (20) or more years of continuous service in a full-time or part-time position; and
 - (b) The employee has been at the maximum step of the salary scale for a minimum of twelve (12) consecutive months.

SCHEDULE "A"
WINNIPEG REGIONAL HEALTH AUTHORITY - MIDWIVES

April 1, 2014 - 1.5%

April 1, 2015 - 1.5%

April 1, 2016 - 2%

April 1, 2017 - 2%

SC/jk/cope 491
Apr 26 16

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348

AND

WINNIPEG REGIONAL HEALTH AUTHORITY - MIDWIVES


RE: OVERPAYMENTS

The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.


- Where the value of overpayment is ten percent (10%) or less of the employee's normal biweekly gross earnings and is less than one hundred and fifty dollars (\$150), a detailed breakdown and a proposed recovery schedule will be included with the letter to the employee and a copy provided to the Union.
- For payments that exceed ten percent (10%) of the employee's normal biweekly gross earning and is more than one hundred and fifty dollars (\$150), a detailed breakdown of the error will be included with the letter and a meeting will be scheduled with the employee and the Union to discuss a proposed recovery schedule as soon as practicable.


This Agreement signed this 18 day of May, 2016.

FOR WINNIPEG REGIONAL HEALTH
AUTHORITY



FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348





LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348

AND


WINNIPEG REGIONAL HEALTH AUTHORITY - MIDWIVES

RE: MIDWIFERY REGIONAL PRACTICE COUNCIL

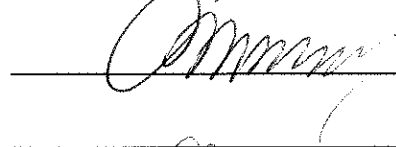
There shall be a council which will be known as the Midwifery Regional Practice Council. The purpose of the Council and its function will be determined by the Terms of Reference that govern the Council's roles and responsibilities. The Employer shall support the ongoing function of this Council.

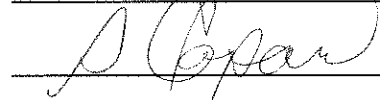
This Agreement signed this 18 day of May, 2016.

**FOR WINNIPEG REGIONAL HEALTH
AUTHORITY**



**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**





MEMORANDUM OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348

AND

WINNIPEG REGIONAL HEALTH AUTHORITY - MIDWIVES

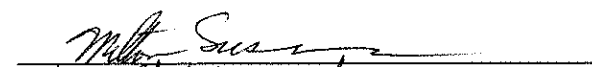
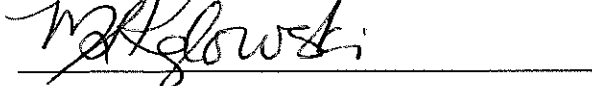
RE: HOURS OF WORK

Management and midwives recognize there are unforeseen absences due to illness, leaves of absence, or large accumulations of lieu time. This results in remaining midwives having greater workloads, leading to further accumulations of onerous lieu time balances. In the interest of reducing the resultant fatigue, burnout, and reduction in quality of client care, both parties agree to meet at Labour Management Committee within three (3) months of ratification to discuss the following:

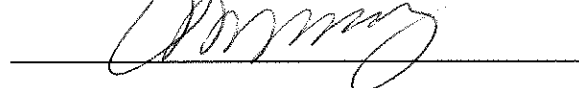
1. alternative call schedules;
2. evidence regarding limits to time awake and its effect on patient and practitioner safety with the creation of a guideline;
3. hours of work and managing of flex time;
4. other options for staffing efficiencies;
5. additional stresses as a result of vacancy or additional responsibilities.

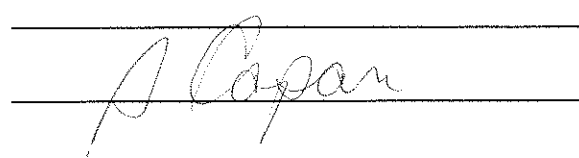
This Agreement signed this 18 day of May, 2016.

**FOR WINNIPEG REGIONAL HEALTH
AUTHORITY**

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**





MEMORANDUM OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348
AND
WINNIPEG REGIONAL HEALTH AUTHORITY - MIDWIVES
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 CUPE 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 the Employer, WRHA, 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:

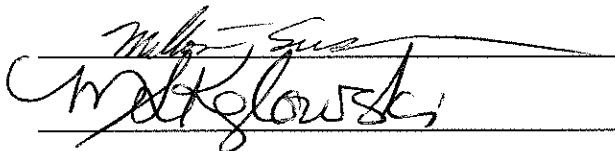
- 1. restructuring of services to increase access and increase the number of courses of care for each midwife to the Manitoba Health funded number of 30-40;**

2. improvement of scheduling practices within the system;
3. focusing on safe practices and reduction of WCB injuries;
4. ensuring the skill sets of employees are used to maximum effect in the delivery of quality health care services;
5. use of technology to improve service delivery;
6. establishment of efficient and manageable on call schedules to allow for the optimization of services.

The parties will commit the necessary time, resources and expertise to this work during the term of the Collective Agreement.

This Agreement signed this 18 day of May, 2016.

**FOR WINNIPEG REGIONAL HEALTH
AUTHORITY**



**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

