

COLLECTIVE AGREEMENT

-Between-

**MANITOBA ASSOCIATION OF HEALTH
CARE PROFESSIONALS**

-and-

COMMUNITY THERAPY SERVICES INC.

For the Period April 1, 2018 to March 31, 2024

THIS COLLECTIVE AGREEMENT

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

-and-

**COMMUNITY THERAPY SERVICES, INC.
(Herein called the "Employer")**

WHEREAS the Association is the certified bargaining agent for certain specified employees of the Employer; and

WHEREAS the Association and the Employer desire to promote the morale, well-being and security of those employees; and to ensure the continued availability of quality health care services; and

WHEREAS the Association and the Employer have agreed to enter into a Collective Agreement containing terms and conditions of employment of those employees; including provisions as to rates of pay and hours of work;

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Association and the Employer agree with each other ***AS FOLLOWS***:

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ARTICLE 1: SCOPE AND APPLICATION OF AGREEMENT

- 101 The Employer recognizes the Association as the sole bargaining agent for employees in the bargaining units defined in the Manitoba Labour Board Certificate MLB-4441 or subsequent amendments thereto.
- 102 If the Employer and the Association disagree as to whether a person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion within this Agreement, then either or both of them may refer the matter to the Manitoba Labour Board for a ruling.
- 103 If the Manitoba Labour Board rules that such person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion in this Agreement, then the Employer and the Association agree to meet forthwith to negotiate the classification and salary schedule for that employee, for inclusion in this Agreement. If the Employer and the Association are unable to reach an agreement on the classification and/or salary schedule, then either or both of them may refer the matter for Arbitration as provided for in the Grievance Procedure.
- 104 No employee shall enter into any separate agreement which conflicts with the provisions hereof.

ARTICLE 2: DEFINITIONS

Wherever used in this Agreement, the following words shall have the meaning hereinafter set forth.

Where the context so requires, masculine and feminine terms or singular and plural terms shall be considered interchangeable:

- 201 APPROVED TRAINING means training as approved by the authorized parent society.
- 202 BASIC PAY, RATE or SALARY means the amount indicated in SCHEDULES "A" and "B" plus shift premiums for employees on permanent evenings and/or nights.
- 203 a) Probationary Employee – means an employee who has not completed six (6) months or five hundred and twenty (520) hours (whichever comes first) of continuous full-time or part-time employment. Until such time as an employee has completed their probation period, they may be subject to discharge for just cause without recourse to the grievance procedure. In the event that an employee is to be discharged during the probation period, written notice shall be served to the employee and the Association. The probation period for any given employee may be extended after consultation with the Association.
- b) Time frames of continuous employment mentioned in subsection (a) above will be extended for any period of unpaid leave, sick leave, or Worker's Compensation in excess of two (2) calendar weeks.
- 204 Day shift means a shift in which the major portion occurs between 0830 hours and 1630 hours.
- 205 Weekend means the period of approximately forty-eight (48) hours which commences at or about 0001 hours on Saturday and ends at or about 2400 hours on Sunday.
- 206 Bi-weekly period means two (2) consecutive weeks constituting the regular pay period.

- 207 Definition of Continuous Service/Length of Employment
“Length of Employment” shall mean the period of time since an employee last became a full-time, part-time or temporary employee for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and “Length of Service” shall have a similar meaning. Conversion from full-time, part-time or temporary status to casual status shall be considered a break in service and no period of casual employment or prior full-time, part-time or temporary employment shall be included in an employee’s length of employment or length of service even when a casual employee subsequently becomes a full-time, part-time or temporary employee.”
- 208 Demotion means a change of employment from one classification to another classification with a lower maximum rate of pay within the bargaining unit.
- 209 Promotion means a change of employment from one classification to another classification with a higher maximum rate of pay within the bargaining unit.
- 210 “FTE” means Full Time Equivalent.

ARTICLE 3: EMPLOYMENT STATUS

- 301 Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent change and a copy will be placed in the employee’s personnel file.
- 302 An employee means a person employed by the Employer in a position which is included in the bargaining unit.

- 303 Full-time Employee - means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 12 (Hours of Work and Shift Schedules). A full-time employee is covered by all provisions of this Agreement, unless otherwise specified.
- 304 Part-time Employee - means an employee who regularly works less than the hours of work as set out in Article 12 (Hours of Work and Shift Schedules) on a scheduled and recurring basis.
- 305 Casual Employee - means an employee who is called in occasionally by the Employer to:
- a) replace a full-time or part-time employee; or
 - b) to supplement regular staff coverage in situations of unforeseen staff shortages.
- 306 Temporary Employee - means an employee hired into a term position for a fixed period of time or until completion of a particular project or special assignment.

ARTICLE 4: TEMPORARY EMPLOYEE

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

For situations related to WCB and / or illness and / or accident and / or Maternity / Parental Leave,

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

- b) A temporary employee hired to temporarily replace a permanent employee shall be entitled to exercise their seniority rights to obtain a vacant position for which they are qualified prior to the expiration of their term.
- c) A temporary employee may not be eligible for transfer during their probationary period.
- d) A temporary employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position in the bargaining unit if that position is within a different discipline or specialized area of practice.
- e) A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.
- f) A temporary employee who applies for or is awarded a posted position prior to the end of their period of temporary employment shall have their service connected for seniority purposes.
- g) A term employee who is awarded a position and who commences employment within six (6) weeks of termination of their previous position will be entitled to transfer of benefits from their previous position to their new position as specified below:

- i) accumulated income protection benefits;
- ii) length of employment applicable to rate at which vacation is earned;
- iii) length of employment applicable to pre-retirement leave;
- iv) length of employment applicable for qualification for the Magic 80 pension provisions;
- v) length of employment applicable to next increment date;
- vi) continuation of all Benefit Plans subject to reapplication in accordance with HEB plan rules;
- vii) seniority credits.

ARTICLE 5: CASUAL EMPLOYEE

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

- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
- b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
- c) Casual employees shall be entitled to shift premium as outlined in Article 17 (Shift Premium and Weekend Premium).
- d) Casual employees required to work on a recognized holiday, including Remembrance Day, shall be paid at the rate of time and one half (1.5X) their basic rate of pay.

- e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 13(Overtime).
- f) Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article respecting meal periods and rest periods shall apply to casual employees.
- g) The Employer agrees to deduct Association dues from casual employees in accordance with Article 25 (Association Security). In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.
- h) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at their basic rate of pay.
- i) Casual employees placed on Standby shall be entitled to compensation in accordance with Article 14 (Standby and Callbacks).
- j) Articles 26 and 27, (Grievance Procedure and Arbitration Procedure) contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.
- k) Casual employees shall be entitled to retroactive salary increases on the same basis as full time and part time employees.
- l) Effective July 17, 2000, casual employees shall accrue seniority for hours worked only for the sole purpose of applying for a job posting relative to other casual

employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.

- m) Casual employees shall receive increments on the basis of one (1) increment upon completion of the full-time equivalent hours, in accordance with Article 1201. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.

ARTICLE 6: PART TIME EMPLOYEES

- 601 Part-time employee means an employee as defined under Article 304. Part time employees shall be covered by all provisions of this Agreement, unless otherwise specified, and will receive a pro-rata share of salary, annual vacations, income protection credits and pre-retirement leave.
- 602 Part time employees will be paid four point six two (4.62%), [five (5.0%) effective September 30th 2021] percent of their basic pay in lieu of time off on general holidays or alternative time off. Such holiday pay shall be included on each regular pay cheque, and is in addition to payment for time worked on a general holiday.
- 603 a) Unless otherwise mutually agreed between the Employer and the employee, part time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full time employee, who is earning vacation at that same rate.

Vacation time is to be utilized or scheduled on day(s) that the part-time employee would otherwise be scheduled to be at work as part of their established EFT.

Part-time employees are not entitled to unpaid vacation days.

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

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

Actual vacation accrual rate will be based on years of service. Accumulated hours, based on their normal EFT, shall govern the amount of paid vacation time for the current vacation year.

Part-time employees, who work additional available shifts or hours, shall accrue vacation pay on the additional available shifts or hours worked.

Such additional vacation pay shall at the option of the employee be as follows;

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

604 Part time employees who make it known to the Employer, in writing, that they are willing to work occasional

additional shifts shall be given preference for such shifts at their site over casual employees, provided such written notice is provided prior to the shift being awarded to a casual employee. However, such shifts shall not be construed as a change of shift or a callback provided that that the part-time employee has worked less than the hours of work outlined in Article 12.

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

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

ARTICLE 7: OCCUPATIONAL CLASSIFICATIONS

- 701 The brief descriptions listed in Appendix "A" are intended to illustrate the general terms under which positions are classified in this Agreement. In each instance, a classification is based on procedures, duties and responsibilities specified in the job description in effect at the time this Agreement was negotiated. The Employer reserves the right to assign duties and responsibilities and to alter job descriptions, but is required to negotiate the value of any material change in job content during the term of this Agreement.

- 702 a) In the event that the Employer creates a new classification, or alters an existing classification, the job description and wage rate for such classification shall be established by the Employer with notification to the Association and affected employees. Written notice of objection must be given to the Employer by the Association within forty-five (45) calendar days after the notification above or such classification and wage rate shall be considered approved and shall form part of the Agreement.
- b) Where the Association objects to the wage rate for a new or altered classification established by the Employer, as referenced in a) above, the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range within 30 days. Failing such agreement, the matter shall be referred to arbitration in accordance with Article 27 - Arbitration.
- c) Any dispute as to whether a classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.
- d) Where an employee believes that there has been a material or substantial change in their job content since they were last classified, they shall be entitled to request a review of her classification.
- e) The Employer will examine the duties of the employee, compare them with job description and give a decision as to the validity of the request.
- f) If the decision in e) is not satisfactory to the employee, they may treat this request for change in classification as a grievance as defined in Article 26.

g) A revision to an existing job description to reflect more accurately the job content of any classification shall not necessarily constitute evidence of a change in job content.

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

ARTICLE 8: MANAGEMENT RIGHTS

801 Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate and generally regulate its facility, affairs and functions.

802 The Employer agrees to exercise its management rights and to administer the terms of this Agreement in a consistent, equitable and non-discriminatory manner.

ARTICLE 9: SALARIES

901 Salaries shall be paid to each employee in accordance with Schedules "A", "B" and "D" which are attached to and form part of this Agreement.

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

903 An employee's anniversary date for incremental purposes shall be the anniversary of the date on which they last

commenced employment with the Employer , except as per Article 904.

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

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

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

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

906 Salaries shall be quoted in terms of gross hourly rates and equivalent gross annual rates.

907 Equivalent gross annual rates shall be calculated as follows:

Annual rates = gross hourly rates x annual hours as per Schedule A

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

909

- a) Where applicable, employees who are eligible for registration with a professional licensing body shall be paid at minimum the start rate shown in Schedule "A" until the anniversary date immediately following registration; or in accordance with Article 905
- b) Failure of a graduate to obtain registration/license within twelve (12) months of commencing employment or denial of registration/license by the appropriate provincial licensing body shall constitute just cause for termination.

ARTICLE 10: SENIORITY

- 1001 Seniority shall be defined as the total accumulated regular hours paid from the last date the employee entered the bargaining unit. Seniority accumulated prior to the date of signing of this Agreement shall be retained.
- 1002 Seniority of an employee will continue to accrue during:
- a) any period of paid leave of absence or income protection
 - b) absence on Workers' Compensation for up to two (2) years
 - c) unpaid leave of absence of four (4) weeks or less
 - d) layoff of twenty-six (26) weeks or less
 - e) educational leave of two (2) years or less
 - f) employee is on any period of Maternal and/or Parenting Leave
 - g) any period of approved unpaid leave of absence for Association purposes of up to one (1) year
 - h) any period of unpaid leave of absence due to injury or illness which may be compensable by MPI or D&R/LTD for a period of up to two (2) years from the date of the first absence from work related to the injury or illness.

- 1003 Seniority will be retained but will not continue to accrue during:
- a) unpaid leave of absence of more than four (4) weeks
 - b) absence on Workers' Compensation benefits for more than two (2) years
 - c) educational leave in excess of two (2) years
 - d) layoff more than twenty-six (26) weeks and not more than five (5) years.
- 1004 Seniority will terminate if an employee:
- a) resigns or retires
 - b) is discharged and is not re-instated
 - c) is laid off for more than five (5) years
 - d) is promoted or transferred to a permanent position outside of the bargaining unit and completes the trial period.

ARTICLE 11: VACANCIES, TERM POSITIONS AND NEW POSITIONS

- 1101 Promotion means a change of employment from one classification to another classification with a higher maximum rate of pay within the bargaining unit.
- a) Upon promotion, an employee shall receive a salary within the salary range applicable to their new classification, which provides an increase of at least 5% above their former salary.
 - b) An employee's anniversary date for the purpose of annual increment shall not be changed as a result of a promotion.
- 1102 All vacancies which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such

postings shall state the classification, job title, required qualifications, site(s)/work location(s), current or anticipated shift and hours of work, and wage rate. A copy of the posting shall be sent to the Association office within the posting period. Job descriptions shall be available to applicants upon request.

- 1103 Seniority shall be considered as a factor in vacancy selection (including promotion and transfer) and if all other selection criteria are relatively equal, it shall be considered as the governing factor. Selection criteria shall be available to applicants on request.
- 1104 In a selection process where there are external applicants and the selection criteria are relatively equal amongst applicants, preference shall be given to employees presently in the employ of the Employer who have submitted a written application for the vacant, term or new position.
- 1105 An employee who applies for a posted vacancy and who is unsuccessful shall be, upon written request, given the reasons in writing as soon as reasonably possible.
- 1106 All promotions and voluntary transfers are subject to a three (3) month trial period, which may be extended up to an additional three (3) months if the Employer so requests and the Association agrees.
- 1107 During the trial period, if the employee proves to be unsatisfactory in the new position , or if they wish to revert voluntarily, they shall be returned to their former position if reasonably possible. All other employees so affected shall be returned to their former positions if reasonably possible. An employee not returned to their former position shall be returned to their former occupational classification, ~~and~~ employment status and step on scale including any

increments or general increases that occurred during that period.

- 1108 A full-time or part-time employee, not applicable to a temporary employee, who accepts a term position will be returned to their former position at the completion of the term position if reasonably possible. An employee not returned to their former position shall be returned to their former occupational classification and employment status and step on scale including any increments or general increases that occurred during that period.

ARTICLE 12: HOURS OF WORK AND SHIFT SCHEDULES

- 1201 Regular full-time hours of work will be (See Schedule A):

1950 annual hours

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

- 1202 Regular hours of work shall be deemed to:

- a) Include a rest period of fifteen minutes during each continuous three-hour period of duty.
- b) Exclude a meal period of at least thirty (30) minutes during each working day.
- c) Meal periods and rest periods shall not be combined unless mutually agreed between the Employer and the employee on an incidental basis.

- 1203 Shift schedules governing a period of two (2) weeks or more shall be posted not less than one month before the first day of the schedule.

- 1204 Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible.
- 1205 Any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.
- 1206 Each employee shall be entitled to accumulate up to a maximum of one week of budgeted hours, pro-rated based on FTE to a maximum of 37.5 budgeted hours for holidays, overtime, or other premium hours to be taken as mutually convenient and in conjunction with scheduled days off, if requested. The employee shall provide the supervisor with at least one week prior notice when requesting this time.
- 1207 Where an employee is required to attend a staff meeting on a scheduled day of rest, they shall be compensated in accordance with the term of this agreement.
- 1208 If mutually agreed upon and if operating requirements permit, an employee may modify their hours of work on a regular or temporary basis. Such modified hours shall not entail overtime costs to the Employer, nor shall the employee work less than their required hours within two (2) biweekly pay periods.
- 1209 Unless given seven (7) days prior notice, a full-time employee who works on a day which they were not scheduled to work shall be paid the greater of double time or overtime rates. This Article will not apply to employees on Standby.
- 1210 If the Employer considers implementing a significant change to the normal work day, start and finish times, normal shift of work, normal work week, or normal rotation of shifts the Employer will attempt to obtain the agreement

of a majority of affected employees at a meeting held to discuss and consider such changes. A properly designated representative of the Association shall be given seven days notice for an opportunity to attend this meeting and to express the Association's opinion in regard to any proposal of the Employer and to submit any alternate proposals for consideration. Failing implementation of the alternate proposals, a written explanation shall be sent to the Association. If after due consideration the Employer still plans to implement the change, the affected employees will be given at least sixty (60) days notice. Notice time may be adjusted by mutual agreement between the Association and the Employer.

1211 Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one (1) hour of the start of shift, they shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

1212 Self-Scheduling and/or Flex-Time Provisions:

This Article shall not preclude the implementation of self-scheduling and/or flex-time by mutual agreement between the Association and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this agreement.

1213 Bank Time

1. An employee who voluntarily extends their regular hours of work, beyond the hours in Article 204, and while performing their regular duties, shall bank the extended hours at a straight time rate up to an allowable maximum represented by the regular weekly hours of 37.5 hours, prorated per FTE.

2. An employee shall not be permitted to accrue extended

hours beyond the banked maximum unless the Employer provides prior approval.

3. Bank time is compensated by granting equivalent time off at the regular rate of pay.
4. An employee who, at the Employer's request, agrees to extend their regular hours of work as stipulated in Article 204 and Article 1201 shall be entitled to overtime as per Article 1304 of the Collective Agreement.

ARTICLE 13: OVERTIME

- 1301 Overtime shall mean any authorized time worked in excess of regular hours established under Article 12 and shall not apply to "Travel Status" per Article 16.
- 1302 The Employer shall designate the manner in which overtime is to be authorized.
- 1303 An employee shall not be required to alter their scheduled hours of work to offset any overtime worked.
- 1304 Overtime rates shall be:
- a) Two (2) times the basic rate except as follows:
 - b) Two and one-half (2 ½) times the basic rate on a general holiday.
 - c) One (1) times the basic rate of pay for the time worked when an employee is required to work during a paid rest period;
 - d) Two (2) times the basic rate of pay for the time worked when an employee is required to work during an unpaid meal period.
- 1305 If mutually agreed upon, an employee may be granted compensatory time off equivalent to and in lieu of the

overtime payment to which they would otherwise be entitled.

- 1306 An employee performing authorized overtime for a period in excess of three (3) hours shall be granted eight dollars (\$8.00) for a meal and a further eight dollars (\$8.00) for each subsequent three (3) hour overtime period.
- 1307 For purposes of determining overtime entitlement, all paid leave shall be considered as hours worked.
- 1308 No employee shall be required to work overtime against his wishes.
- 1309 In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which regular meal/rest periods shall occur.
- 1310 Overtime worked as a result of the changeover from Daylight Saving Time to Central Standard Time shall be deemed to be authorized overtime.

ARTICLE 14: STANDBY AND CALL-BACKS

- 1401 Standby is that time duly authorized by the Employer during which an employee is required to be available to return to work without undue delay.
- 1402 An employee designated by the Employer to be on standby shall be paid an allowance of two (2) hour's basic pay for each on call shift.
- 1403 For actual hours worked on Saturday and Sunday – paid at applicable overtime rates and applicable weekend and evening premiums.

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

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

ARTICLE 15: EMERGENCY/DISASTER

- 1501 a) In any emergency or disaster (a sudden generally unexpected occurrence or set of circumstances that overwhelms the Employer's available resources and causes a major impact requiring immediate action) declared by the CEO/COO or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement. Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Association, and/or by means of the grievance procedure if necessary, except that the provisions of Article 13 shall apply to overtime hours worked.
- b) The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Association and, to this end, participation of all employees is encouraged. Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 13.

ARTICLE 16: TRAVEL EXPENSES

- 1601 a) Travel allowance when called into work – as per current rate/policy plus \$4.00 per shift.

- b) An employee who is required by the Employer to use a personal motor vehicle as a condition of employment will be compensated as follows:
- i) The Employer shall reimburse the employee for all business-related parking costs, including metered lots.
 - ii) Effective ratification, an employee other than an employee who is required by the Employer to use a personal motor vehicle as a condition of employment, who is required to return to work on a callback or otherwise travel locally on behalf of the Employer shall be reimbursed for return taxi fare, or paid as per current rate per km for use of a personal motor vehicle, subject to a minimum mileage payment of \$4.00 return.
 - iii) Employees are expected to travel to and from work each day on their own time and at their own expense. Travelling to/from work is defined as:
 - Home to/from a facility where the employee provides regular service.
 - Home to/from the Agency offices in Winnipeg or other worksites.
 - Home to/from a home care visit.
 - For staff living outside the city limits of Winnipeg, the intersection of the incoming road and Winnipeg Perimeter highway shall be considered "home".

Effective ratification, any travel time to and from work each day which exceeds twenty (20) minutes shall be on work time.

- Mileage rate amended to reflect most current Provincial rate.
- Meal and Per Diem entitlements shall be updated to rates consistent with MAHCP Central Table

1602 When traveling on authorized Employer business, “Travel Status” means absence of the employee from the area geographically recognized as the Winnipeg Health Region (excluding Churchill).

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

[Effective August 13, 2022]

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Per Diem</u>
South of 53 rd :				
	\$8.64	\$10.84	\$18.37	\$37.85
North of 53 rd :				
	\$9.19	\$11.39	\$19.69	\$40.27

Receipts are required for overnight accommodation.

The Per Diem allowance covering reimbursement for all meals, snacks, gratuities, personal telephone calls and other incidental expenses is payable to the employees for each full day in “travel status” with no requirement for receipts.

Where no overnight accommodation is required, an employee may claim for the appropriate individual meal allowance only.

On part days in “travel status”, the incidentals allowance shall be paid for either the first day or the last day of each absence from the Employer.

An employee who is in travel status may claim an incidentals allowance of five dollars (\$5.00) for each night. The incidentals allowance covers reimbursement for all incidental expenses.

1603 An employee determined to be in “Travel Status” and travelling outside the Winnipeg Health Region on Employer business shall receive compensatory leave or pay at straight time for all hours in excess of normal work hours (per Article 204) spent travelling.

ARTICLE 17: SHIFT PREMIUM AND WEEKEND PREMIUM

1701 a) An employee scheduled and required to work any hours between 1800 hours and the next succeeding 2400 hours, as part of any shift shall be paid an evening shift premium of two dollars (\$2.00) effective date of ratification per hour for the hours worked between 1500 hours and 2400 hours.

b) An employee scheduled and required to work a shift where the majority of the hours fall between 2400 hours and 0600 hours, shall be paid a night shift premium of three dollars and fifty cents (\$3.50) effective date of ratification per hour for that entire shift.

1702 A weekend premium of two dollars (\$2.00) per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

ARTICLE 18: ANNUAL VACATION

1801 Annual vacations shall be earned during the period between May 1st and April 30th. Notwithstanding the dates of the vacation year, vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.

1802 The current year's vacation entitlement may be taken at any time between May 1st and April 30th. Vacation entitlements may be carried over to the following year with the approval of the Employer.

Upon request, an employee may be permitted to retain up to three (3) days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion, as long as adequate notice is given to accommodate scheduling. Carry over of these three (3) retained vacation days will be allowed subject to a written request being received by the appropriate manager sixty (60) days prior to the end of the current vacation year. Such days shall be paid out if not taken by the end of the vacation year to which they were carried over.

1803 Terminal vacation pay shall be calculated in accordance with 1804 and shall be based on the employee's rate of pay on the date of termination.

1804 Employees who have completed appropriate service requirements (seniority) as of April 30th shall be granted annual vacation as follows:

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

1805 An additional five (5) days vacation will be granted to an employee in the year of their twentieth (20th) anniversary of their employment and every consecutive five (5) years until

termination of their employment. Such days shall be prorated for a part-time employee. Such additional vacation shall be taken in the vacation year during which the anniversary will occur.

- 1806 An employee who has not completed one (1) year's continuous employment as at April 30th shall be granted a pro-rata vacation.
- 1807 The Employer shall post vacation entitlements not later than March 1st each year, and allow employees to express their preference before April 1st.
- 1808 The Employer will post an approved vacation schedule not later than April 30th, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.

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

- 1809 Annual vacation will not be reduced as a result of a paid leave of absence, or unpaid leave of absence of four (4) weeks or less.
- 1810 Employees on Workers' Compensation will continue to accrue paid vacation for a period of one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury or illness.
- 1811 The Employer shall not require an employee to work past one o'clock in the afternoon (1:00 p.m.) on December 24th when that day falls on Monday through Friday. This day shall be considered a full workday for purposes of calculation.

Notwithstanding the above, any employee who, at the request of the Employer, agrees to work a regular workday on December 24th falling on Monday through Friday, shall receive one-half (½) day of compensatory leave with pay up to a maximum of four (4) hours.

ARTICLE 19: INCOME PROTECTION

- 1901 An employee who is absent due to illness or injury which is not eligible for compensation by either the Workers' Compensation Board subject to 1912 a) or by Manitoba Public Insurance (MPI) as a result of a motor vehicle accident subject to 1912 b), shall be paid their regular basic salary to the extent that they have accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by Manitoba Public Insurance.
- 1902 A full-time employee shall accumulate income protection credits at the rate of one and one-quarter days per month.

Of each day and a quarter of income protection credits earned, one day* shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining one quarter of a day* shall be reserved for either the employee's use or for use in the event of family illness as specified in 1905. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

*- In the employee's first year of employment, amend "one day" to read "three quarters of a day" and amend "one quarter of a day" to read "one half of a day".

- Eighty (80) percent of the balance will be reserved for the employee's personal use.
- Twenty (20) percent of the balance will be reserved for either the employee's personal use or for use in the event of family leave in accordance with 1905.

1903 The Employer agrees to recognize income protection credits accumulated prior to the signing of this Agreement.

1904 Income protection will continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks or less. For unpaid leaves of absence that exceed four (4) weeks, income protection credits shall be retained but shall not accrue for that period of time that exceeds four (4) weeks.

1905 Subject to the provisions of Article 1902, an employee may use income protection for the purpose of providing care in the event of an illness of spouse, live-in partner, common-law spouse, fiancé, child, step-child, parent, step-parent, sibling, step-sibling, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, and any other relative who resides in the same household.

1906 An employee who will be absent due to illness or injury shall inform their supervisor or designate prior to commencement of their next scheduled shift(s). An employee will give notice as specified below or as soon as reasonably possible.

Prior to day shift	one and one half (1 ½) hours
Prior to evening shift	three (3) hours
Prior to night shift	three (3) hours

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

- 1907 The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform their normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than three (3) days.
- 1908 Upon sufficient notification to the Employer and providing such time off does not unduly disrupt the departmental operations, employees shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, occupational therapist or any other recognized medical therapist. An employee may not utilize income protection time in a manner that increases their worked hours beyond their regularly scheduled work hours.
- 1909 Where an employee qualifies for sick leave involving hospitalization or bereavement leave for any family member as defined in article 1905, during their period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, provided proof of hospitalization is given.
- 1910 The Employer will provide each employee with a statement of accumulated income protection credits upon request.
- 1911 Part time employees shall accumulate income protection credits on a pro rata basis.

- 1912 a) An employee who becomes injured or ill in the course of performing their duties must report such injury or illness as soon as possible to their immediate supervisor.

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

The employee may elect to submit an application to the Employer requesting that the Employer supplement the award made by the Workers' Compensation Board for the loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.

If, at any time, it is decided by the Workers' Compensation Board that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Workers' Compensation Board, then such payment shall not be payable.

- b) i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident they must advise their supervisor as soon as possible and they must submit a claim for benefits to

Manitoba Public Insurance. Failure to do so shall disentitle them from income protection benefits. It is expressly understood that an employee may not receive compensation from both Income Protection and from MPI.

- ii) Subject to b) i), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions.
- iii) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 2 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan Contributions and EI contributions.
- iv) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed the lesser of:
 - A) the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period, or,
 - B) seventy percent (70%) of the value of the employee's accumulated income protection credits.
- v) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.
- vi) In the event that MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection

provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.

- vii) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
-
- c)
 - i) Subject to “b)”, an employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the MPI payments.
 - ii) The amount of such supplement will equal ten percent (10%) of the employee’s regular net salary not earned due to the time loss. Regular net salary will be based on the employee’s basic salary as defined in Article 202 of the Collective Agreement (exclusive of overtime), less the employee’s usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
 - iii) The Employer’s supplement shall be charged to the employee’s accumulated income protection credits and such supplement shall be paid until the employee’s accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.
 - iv) If at any time it is decided by Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by Manitoba Public Insurance, then such payment shall not be payable.
 - v) An employee who is in receipt of MPI benefits shall continue to accrue seniority, income

protection and vacation to the extent that they have accrued income protection credits or for one hundred and nineteen (119) days whichever is less.

- 1913 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of one (1) year.
- 1914 It is understood that the elimination period for the Disability & Rehabilitation Plan is one hundred and nineteen (119) days. An employee may claim income protection benefits for a period of time not to exceed this elimination period providing they have sufficient income protection credits.
- 1915 An employee, other than a probationary employee, shall be entitled to utilize up to five (5) days income protection credits before they are earned. The Employer will recover from a terminating employee all paid sick leave granted but not earned.
- 1916 Income protection cannot be claimed for any additional shift that was picked up at overtime rates.

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

- 1917 For informational purposes only, the Employer agrees to provide the Association with a copy of any current policies regarding income protection utilization within thirty (30) days. The Employer further agrees to provide the Association with copies of any subsequent amendments to the policy within thirty (30) days.

ARTICLE 20: BEREAVEMENT AND COMPASSIONATE LEAVE

2001 An employee who is or will be absent on bereavement/compassionate leave shall notify their supervisor at the earliest possible opportunity.

2002 An employee shall be granted up to five (5) working days compassionate leave in the event of the death of a parent, spouse, child, sibling, common-law spouse, child of a common-law spouse, or fiancé(e).

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

2003 Where travel in excess of two hundred (200) km. (one way travel) is required, bereavement leave, in accordance with 2002, shall be extended by up to two (2) additional working days when required.

2004 Necessary time off up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer or mourner.

2005 Compassionate leave for purposes other than death, such as serious personal loss due to fire, flood, or theft, may be granted at the Employer's discretion.

ARTICLE 21: GENERAL HOLIDAYS

2101 A day off with pay shall be granted to every full-time employee on or for each of the following general holidays:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day July 1	Boxing Day
National Day for Truth and Reconciliation	

and any other holiday declared by the Federal, Provincial or Local Government Authority.

- 2102 An employee scheduled and required to work on any General Holiday shall be paid one and one-half (1 ½ X) times their basic rate for regular daily hours. In addition a full time employee shall be granted a compensating paid day of rest within thirty (30) days before or after the holiday. If a compensating day is offered to, but by mutual agreement, not taken by an employee, then that employee shall receive an additional day's pay at the basic rate in lieu thereof.
- 2103 Employees shall be allowed to bank up to five (5) alternative days off (pro-rated based on FTE), for the employee's future use, at a time mutually agreed to between the employee and the Employer.
- 2104 The Employer will ensure that all employees receive at least two (2) General Holidays, in addition to Christmas Day or New Year's Day, on the days on which they actually occur.
- 2105 A General Holiday which occurs while an employee is receiving income protection benefits will be paid as a holiday, and not deducted from accumulated credits.
- 2106 An employee required by the Employer to work on either Christmas Day or New Years Day shall receive no less

than three (3) consecutive days off incorporating the other of those holidays.

ARTICLE 22: RESPONSIBILITY PAY

2201 An employee who is appointed to a senior position for a period of one (1) shift or more shall be paid a rate in the higher salary range which is at least five percent (5%) higher than the regular basic salary to which they would otherwise be entitled.

2202 Temporary relief duty shall not normally exceed six (6) consecutive weeks, however, such temporary relief duty may be extended by mutual agreement between the Employer and the Association. Any anticipated vacancy in excess of six (6) weeks or in excess of the mutually agreed upon time shall be posted as a term position.

ARTICLE 23: LEAVE OF ABSENCE

2301 Except in emergencies, all requests for unpaid leave of absence shall be made in writing, stating the reasons and the expected duration of the leave, and submitted to the Employer at least four (4) weeks in advance. Such requests will be considered on their individual merits, but shall not be unreasonably denied.

2302 Except under extenuating circumstances, failure to return to duty as scheduled following a leave of absence, without authorization, will be deemed to constitute a voluntary resignation.

2303 a) An employee required to attend a court proceeding, other than a court proceeding occasioned by the

employee's private affairs where they are a party to that proceeding, shall receive leave of absence at their regular basic rate of pay, and remit to the employer any jury or witness fees received, only for those days they were normally scheduled to work. The employee shall not request reimbursement for or be required to remit any reimbursement of expenses for such duty.

An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employees' private affairs, shall receive a leave of absence without pay for the required absence.

b) All time spent subpoenaed as a witness on a work-related matter shall be considered time worked and overtime rates shall apply as per Article 13.

2304 a) Subject to operational requirements, the Employer shall attempt to provide thirty-seven and one-half (37 ½) hours of in-service education each year, for each full-time employee during regular working hours. The above is implemented on a pro-rata basis for part-time employees.

b) The Employer will reimburse the employee for the tuition fee to a limit of \$200 per course to a maximum of \$400 per fiscal year. Proof of successful completion will be required.

c) If the Employer requires attendance at any meeting, conference, workshop, seminar, course or program, the employee shall be granted necessary paid leave of absence and reimbursed for all reasonable expenses related to thereto.

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

- 2306 Upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay for the term of their office.
- 2307 Seniority and benefits shall continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks duration or less.
- 2308 Employees will pay the Employer's and employee's share of Group Health, Dental, Group Life and D&R when on any period of unpaid LOA.
- Subject to the terms of the plan, where an employee is on any return to work program where all or a portion of the employees' wages are being paid by the Employer, the Employer will pay the Employer's share of premiums on the condition that the employee is paying their share.
- It is understood this does not negate Article 2805.
- 2309 Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.
- 2310 An employee's anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.
- 2311 An employee returning from an LOA shall be entitled to return to their former classification and, where reasonably possible, permitted to return to their former position or case load mix.

2312 Consistent with the operational needs of the Employer, every effort will be made to accommodate reasonable requests for part time leave of absence. A part-time leave shall mean a leave of absence which is granted to an employee which results in them being absent from work for a portion of their normal schedule, on a regular recurring basis over a defined period of time.

2313 The Employer may grant military leave to an employee to fulfill their obligations in the Reserves, subject to the provisions of Article 2301 and 2302.

2314 Compassionate Care Leave

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

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

- i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - A) the day the certificate is issued; or
 - B) if the leave was begun before the certificate was issued, the day the leave began; and
- ii) the family member requires the care or support of one or more family members.

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

- e) A family member for the purposes of this Article shall be defined as:
 - i) a spouse or common-law partner of the employee;
 - ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - iii) a parent of the employee or a spouse or common-law partner of the parent;
 - iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
 - v) a current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - vi) a current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
 - vii) the spouse or common-law partner of a person mentioned in any of the clauses iii), iv), v) and vi);
 - viii) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.

- f) Unless otherwise mutually agreed an employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Any additional available shifts resulting from compassionate care leave being granted shall be subject to forty-eight (48) hours' notice of cancellation.
- g) Seniority shall accrue as per Article 1003 a).
- h) Subject to the provisions of Article 1902 the employee may apply to utilize income protection credits to cover part or all of the two (2) weeks Employment Insurance waiting period.
- i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 2002.

ARTICLE 24: PARENTAL LEAVE

2401 Parenting Leave

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes non-birth parent leave and Adoptive Leave.

2402 Maternity Leave

(01) An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan "A" or Plan "B" but not both.

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

Plan A:

In order to qualify for Plan A, a pregnant employee must:

- a) have completed six (6) continuous months of employment with the Employer.
 - b) submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by them in the application as the day on which they intend to commence such leave;
 - c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery.
- (02) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 2402(01) (c), or
 - b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 2402(01) (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
 - c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- (03) a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of their accumulated sick leave against the Employment Insurance waiting period. These ten (10) days shall be

pro-rated for part-time employees based on their equivalent to full-time status.

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

Plan B:

(04) In order to qualify for Plan B, a pregnant employee must:

- a) have completed six (6) continuous months of employment with the Employer;
- b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by them in the application as the day on which they intend to commence such leave;
- c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery;
- d) provide the Employer with proof that they have applied for Employment Insurance benefits and that the CEIC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.

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

- a) they will return to work and remain in the employ of the Employer for at least six (6) months following their return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of their return from Maternity Leave or at any time during the six (6) months following their return from Maternity Leave, they must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full time employment; and
- b) they will return to work on the date of the expiry of their maternity leave and where applicable, their parental leave, unless this date is modified by the Employer; and
- c) should they fail to return to work as provided under a) and/or b) above, they are indebted to the Employer and they shall repay a portion of the “top up” as follows:

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

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

- a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 2402(04)(c); or
- b) a period of seventeen weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 2402(04)(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

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

Parental Leave

- (11) In order to qualify for Parental Leave, an employee must become the parent and/or legal guardian of a child.
- (12) An employee who qualifies under 2402(11) must:
- a) have completed six (6) continuous months of employment; and
 - b) Except in the case of Adoption Leave, in accordance with 2402(11) c), submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
 - c) In the case of Adoption Leave in accordance with 2402(11)(c), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon one (1) days' notice
- (13) An employee who qualifies in accordance with 2402(11) and 2402(12) is entitled to Parental Leave without pay for a continuous period of up to sixty-three (63) weeks.

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

- (14) Subject to 2402(15), Parental Leave must commence no later than the first anniversary date of birth or adoption of

the child or of the date on which the child comes into actual care and custody of the employee.

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

2403 Non-Birth Parent Leave:

Upon the birth or adoption of a child, a non-birth parent shall be entitled to three (3) consecutive day's paid leave of absence within seven (7) days of the birth or adoption of their child. This provision is available to any non-birth parent.

- 2404 An employee may end maternity or parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks before the day the employee wants to end the leave.

- 2405 A full time or part time permanent employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with accrued service accumulated up to the time of resignation for the purpose of long service, vacation entitlement benefits and wage scale increments as defined in this agreement.

The following conditions shall apply:

- The employee must have accumulated at least four (4) years of accumulated service at the time of resigning.
- The resignation itself must indicate the reason for resigning.

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

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

ARTICLE 25: ASSOCIATION SECURITY

2501 A copy of this Collective Agreement shall be provided by the Association to each employee bound by the Agreement. The cost of printing shall be shared equally by the Employer and the Association. The Association will provide sufficient copies for Employer administration needs.

2502 All employees who are Association members in good standing or who may subsequently become Association members in good standing, shall as a condition of employment maintain Association membership during the life of this Agreement. All employees who are not Association members shall not be required to become members as a condition of employment. All new employees hired shall as a condition of employment, become Association members within ninety (90) days from the date of employment and shall as a condition of employment, remain Association members in good standing during the life of this Agreement. During the thirty (30) day interval immediately preceding the renewal date of this Agreement, any member may make application to the Association requesting termination of their membership.

2503

- a) When meeting with the Employer to conduct local negotiations up to two employees shall be entitled to leave of absence without loss of regular pay or benefits to participate in the negotiations.
- b) Prior to the commencement of negotiations, the Association shall supply the Employer with a list of employee representatives for negotiations.
- c) Subject to the mutual agreement of the parties, the total number of employees referred to above may be altered, provided any additional employees are on wage recovery. In such cases, the Association shall reimburse the Employer for salary, benefits and Manitoba Government Payroll Tax.

2504 Representatives of the Association and/or grievors shall suffer no loss of pay or benefits as a result of their involvement in Grievance or Arbitration proceedings or Labour Board hearings related to the Employer.

2505 The Employer agrees to deduct the current Association dues from the pay of each employee in the bargaining unit.

2506 The Employer agrees to deduct once annually the amount of any special general assessment made by the Association.

2507 Such dues shall be forwarded by the Employer to the Association within thirty (30) days after the end of each month, together with a list of all employees from whom the deductions were made and details of all changes from the proceeding month's deduction listing. If available, appropriate electronic copies of said information shall also be sent to the Association office. The Employer may, at its

discretion, choose to remit dues to the Association via an electronic funds transfer method.

- 2508 The Association shall hold the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.
- 2509 The Association shall notify the Employer in writing as to the amount(s) of current Association dues, and such dues shall not be changed without one (1) month's prior notice, and not more than twice in any calendar year.
- 2510 The Association agrees to provide the Employer with a current list of officers and authorized representatives once annually.
- 2511 The Employer agrees to provide bulletin board space for use by the Association in each department where members of the bargaining unit are employed. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Association agrees to comply with this request.
- 2512 The Employer shall record on the statement of earnings (T4) of each employee the amount of dues deducted from their pay and remitted to the Association.
- 2513 A representative of the Association will be granted up to thirty (30) minutes to familiarize a new employee with the Association and this Agreement. A representative of Management may choose to be present during such time.
- 2514 Association Leave:
a) Subject to at least two (2) or more weeks written notice of request, and no additional cost to the Employer, leave of absence without loss of salary or benefits shall

be granted to association representatives for the purpose of attendance at Association meetings or seminars. It is understood that the Association will reimburse the Employer for salary, benefits and Manitoba Government payroll tax, if applicable.

b) Subject to four (4) weeks written notice of request, an employee elected or selected to a full-time position with the Association shall be granted an unpaid leave of absence for a period of up to one (1) year. Such leave shall be renewed each year, on request during their term of office, to a maximum of four (4) years.

c) Applicable to the MAHCP President position only:

Subject to four (4) weeks written notice of request, an employee elected or selected to the MAHCP President position shall be granted an unpaid leave of absence for a period of up to two (2) years.

2515 The Employer will provide the Association with a seniority list within thirty (30) days of the last pay period in October, including the following information about employees in the bargaining unit: name, *home address, classification, employment status (i.e. full-time, part-time, or casual), salary rate, date of employment and anniversary date. The employee's address shall be excepted only when an employee has expressly instructed the Employer in writing that personal information should not be disclosed to any third party. The Association will have forty-five (45) days in which to bring any alleged error to the attention of the Employer. The Employer will correct any errors so found. Electronic copies of said information shall be sent to the Association office.

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

ARTICLE 26: GRIEVANCE PROCEDURE

- 2601 Should a dispute arise between the Employer and an employee or the Association concerning the interpretation, application or alleged violation of this Agreement:
- 2602 The employee and their supervisor shall first attempt to resolve the dispute by means of discussion.
- 2603 Within fourteen (14) days after the incident giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the Department Head or his designate.
- 2604 Within seven (7) days after the grievance has been filed, the Department Head or his designate shall investigate the matter and reply.
- 2605 Within twenty-eight (28) days after the incident became apparent, the unresolved grievance shall be submitted to the Executive Director or designate.
- 2606 Within seven (7) days after receiving the grievance, the Executive Director or designate shall investigate the matter, conducting a hearing upon request, and reply.

The Grievance investigation Process (GIP) as outlined in MOU #4 requires that all grievances that have reached the stage where they would be referred to Arbitration are referred to the grievance investigator prior to proceeding to Arbitration, UNLESS the Executive Director of the Association (MAHCP) and the Director at the Provincial Health Labour Relations Services (PHLRS) agree that it shall not be investigated or mediated by the individual named as the Grievance Investigator.

- 2607 If the grievance is not resolved within thirty-five (35) days after the incident became apparent, it may be submitted for binding arbitration under Article 27 within the next ensuing fourteen (14) days.
- 2608 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.
- 2609 An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably have become aware of it under actual or reasonable circumstances.
- 2610 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Association and the Employer.
- 2611 Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.
- 2612 An employee may elect to be accompanied or represented by an Association representative at any stage of the Grievance/Arbitration Procedures, or in any matter relating to this Collective Agreement.
- 2613 Every effort will be exerted by the Employer and the Association to resolve grievances expeditiously. The parties shall consider all grievances on their individual merits.

2614 Nothing in this Agreement shall preclude settlement of a grievance by written mutual agreement between the Employer and the Association in any manner whatsoever, or voluntary written extension of stipulated time limits.

2615

Civil Liability Indemnification

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

ARTICLE 27: ARBITRATION PROCEDURE

- 2701 If mutual agreement is not reached by both parties to choose a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration the Employer and the Association shall nominate their respective appointees to a three (3) person Arbitration Board.
- 2702 Within fourteen (14) days, the appointees shall agree to a third member to act as Chairperson of the Arbitration Board.
- 2703 If either party fails to nominate their appointee, or if they fail to agree to a chairperson, the Minister of Labour shall be requested to make such appointment.
- 2704 The finding of the sole arbitrator, a majority of arbitrators, or the chairperson in the absence of a majority, shall be conclusive and binding upon all parties affected, but no such finding or award shall be inconsistent with the terms of this Agreement. If necessary, the arbitrator(s) may be requested to clarify the terms of such award.
- 2705 Each party shall be responsible for the costs of its nominee, and the costs of the sole arbitrator or chairperson shall be shared equally by the Employer and the Association.

ARTICLE 28: SAFETY HEALTH AND WELFARE

- 2801 Health Spending Account (HSA)
A Health Spending Account will be provided in accordance with the terms and conditions of the HEB Manitoba plan.

Effective the first day of the month after ratification, the Employer will agree to increase the Health Spending Account to:

\$1,250 for Full-time Employees

\$1,000 for Part-time Employees

2802 Dental Plan

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

2803 Medicare Premiums

It is agreed that if MHSC premiums are introduced during the life of this Agreement, the parties will meet to discuss and decide on an equitable sharing of the cost of these premiums.

2804 Disability & Rehabilitation Plan

- a) The Employer agrees to participate in the HEB Disability and Rehabilitation (D&R) Plan. The benefit levels will be as stipulated in the D&R Plan. The Employer will pay the D&R premium to a maximum of two point three (2.3%) percent of base salary.

The parties agree that income protection credits and Workers Compensation benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, and subject to the approval of the employees' application for D&R benefits by HEB, the employee may commence drawing disability benefits. It is understood that the elimination period for the D&R Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection benefits for the period of time not to exceed this elimination period and payment of accrued income protection within the elimination period

represents the maximum amount of income protection available to the employee regardless of the dispensation of the D&R application or the status of the D&R application on the 120th calendar day. An employee may not utilize income protection contiguous to the date of termination of D&R coverage.

- b) Where an employee has been away from work due to illness for four consecutive weeks the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Association are willing to assist the employee with completion of the documentation/application should the employee request.
- c) Subject to compliance with paragraph 2805 b), in the event;
 - i) an employee does not have sufficient accrued income protection to cover the 119 calendar day elimination period, or
 - ii) the employee's D&R application has not been approved by the end of the elimination period.

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

2805 Pension Plan

Every eligible employee shall, as a condition of employment, participate in the HealthCare Employees Pension Plan. Contributions and benefits shall be in accordance with the provisions of the Plan.

2806 Safety and Health Provisions

The Employer shall provide and maintain necessary safety and protective clothing or equipment where required and install safety devices where necessary. All such items remain the property of the Employer, and when no longer required must be returned by the employee.

2807 The parties to this Collective Agreement endorse the importance of a safe and secure environment, in which employees must work. The parties will work together in recognizing and resolving Occupational Health and Safety issues. In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety equipment where required and install safety devices where necessary.

The Workplace Safety and Health Committee shall operate with Association representation for the purpose of ensuring health and safety in the workplace and the identification of health and safety hazards.

2808 Health examinations required by the Employer shall be provided by the Employer and shall be at the expense of the Employer.

2809 Where an employee cannot arrive as scheduled at the Worksite due to whiteout/blizzard conditions as declared by Environment Canada or due to road closures as declared by police agencies or Manitoba Infrastructure and Transportation, the employee may work remotely, utilize the time for professional development, or may take the time from banked time which includes banked overtime, General Holidays or vacation.

2810 Employees who are unable to leave the workplace due to road closures, as declared by the Manitoba Infrastructure and Transportation shall be provided an area to rest.

2811 The Employer and the Association are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Association.

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

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

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

2812 Upon application, each employee on the Workplace Safety & Health Committee shall be granted paid educational leave in accordance with the Workplace Safety & Health Act Section 44 (1).

2813 Rehabilitation and Return to Work (RTW) Program

The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled employees even when they are not covered

under the D&R, WCB or MPI programs. Any such employee will be supernumerary in nature when reasonably possible. The Association shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for an employee. The Employer shall include the Association in the initial meeting with the employee to review the provisions of the program to ensure that the work designated is within their restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Association and the employee and may proceed without the Association's involvement subject to the Union's concurrence. Where appropriate, by agreement between the Employer and the Association, job postings may be waived.

ARTICLE 29: PRE RETIREMENT LEAVE

2901 A full-time employee who retires at or after age fifty-five (55) with ten (10) or more years of service, or at any time due to permanent disability or where the sum of the employee's years of age and length of continuous employment total eighty (80) or more ("Magic 80"), shall be granted four (4) days of paid pre-retirement leave per year of service or portion thereof.

Where an employee takes pre-retirement leave as salary continuance, pre-retirement leave will accrue during the salary continuance period. This final pre-retirement leave entitlement will be paid to the employee with their final salary payment.

2902 Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rata portion of pre-retirement leave based on their actual hours worked as compared to those of a full-time employee.

2903 Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total length of continuous employment as at the date of retirement.

2904 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date is reached.

Where the employee chooses to take a lump sum payment, the last day worked shall be considered the retirement day and benefits shall cease on that day. Where the employee chooses to take pre-retirement leave as a continuation of salary until the scheduled retirement date, all benefits shall continue until that date.

2905 Effective April 1, 2010, where an employee is entitled to pre-retirement leave in accordance with this article, and the employee dies prior to receiving this benefit, the benefit shall be paid to their estate.

2906 Buyback of Pension

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

ARTICLE 30: DISCIPLINE AND DISCHARGE

3001 No employee shall be disciplined or discharged without just cause.

3002 In all instances where the Employer considers that an employee warrants disciplinary action other than a verbal warning, the employee shall be given advance notice of the nature of the concern.

The employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless they are a danger to themselves or others, and to be represented at such a meeting by an Association representative, unless he refuses such representation.

3003 An employee shall be notified in writing of the reasons for their discipline or dismissal. A copy shall be forwarded to the Association Representative unless the employee elects otherwise.

3004 Employees shall be shown any adverse report concerning their performance or conduct, and their comments or reply shall also be recorded in their personnel file. Upon request, they shall be given copies of such documents. If they regard the report to be inaccurate, they may also initiate a grievance requesting its correction or removal from their file.

3005 An employee who consider themselves to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 26 (Grievance Procedure).

3006 An employee may examine their personnel file upon request. Only one such file shall be maintained. Upon request, an employee shall be given a copy of any document placed in their personnel file.

3007 The Employer agrees not to introduce as evidence any derogatory entry from the employee's file at any hearing unless the employee has previously been made aware of its contents at the time of filing or a reasonable time thereafter.

3008 An employee subject to disciplinary action shall, after three (3) years from the date the disciplinary measure was initiated request in writing that their record be cleared of that disciplinary action, provided the Employee has not accumulated any additional disciplinary actions. The Employer shall confirm in writing to the employee that such documentation has been removed.

ARTICLE 31: JOB SECURITY

3101 a) In the event that the Employer finds it necessary to reduce the hours of work (layoff) of an employee, such employee shall be given not less than eight (8) weeks' notice.

b) A lay-off shall be any reduction in the workforce or any permanent reduction of an employee's normal hours of work due to lack of work.

3102 When a layoff becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification, subject only to more senior employees being qualified, competent and willing to perform the required work.

3103 In the event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent.

3104 An employee whose position is being deleted in accordance with Article 3103, or who is being laid off in accordance with Article 3102 will be entitled to exercise seniority rights, subject to their being qualified, competent and willing to perform the required work, to displace a less senior employee in an equal or lower occupational classification. Any employee thus displaced shall be

entitled to a like exercise of seniority rights, with the employee or employees who are finally displaced by the exercise of this subsection being considered laid off, and subject to recall as outlined below.

- 3105 An employee who is demoted due to a reason other than unsatisfactory performance shall continue to be paid their current basic salary until the rate for the classification to which they were demoted exceeds their current rate. The application of this provision as it relates to the layoff/recall procedure shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches their level of salary, whichever occurs first.
- 3106 An employee who exercises their seniority rights shall be entitled to a six (6) week or two hundred and forty (240) hours (whichever is greater) familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, they shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.
- 3107 To qualify for recall, it shall be the responsibility of the employee to keep the Employer informed in writing of their current address and phone number.
- 3108 Employees on layoff are to be recalled in order of seniority to available positions in equal or lower paid occupational classifications, subject to their being qualified and competent to perform the required work. Such right to recall shall be exercised before a new employee is hired or any other less senior employee is hired into such position.
- 3109 Such recall shall be made by registered mail, and shall provide for two (2) weeks' notice to report back to work.

The employee is required to contact the Employer within one (1) week of such notice, confirming their intention to return to work as scheduled. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated.

3110 An employee recalled to work in a different department, or different classification from which they were laid off shall have the right to return to the position they held prior to the layoff should it become vacant within one year of being called back and such vacancy shall not be subject to the job posting procedure.

3111 Technological Change

Shall mean the introduction by the Employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously used by them in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:

- a) The Employer shall notify the Association at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.

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

3112 An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for which they have seniority and for which they have competency and the qualifications to perform. If there is no vacancy, they shall have the right to displace employees with less seniority, in accordance with the layoff procedures specified in this Agreement.

3113 Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

3114 a) If the Employer sub-contracts work or introduces technological change which results in the displacement of a number of employees, the Employer shall guarantee alternate employment to all employees with three (3) or more years of continuous service with the Employer. Where the alternative employment is of a lower paying classification, the employee shall continue to receive the salary of the higher paid classification until the salary of the lower paid classification passes that of the higher classification. The application of this provision shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower

position reaches their level of salary whichever occurs first.

b) Any employee with less than three (3) years of employment to whom the Employer cannot offer alternative employment shall receive severance pay on the basis of one (1) week per year of service.

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

3116 Notwithstanding Article 604, employees laid off, or who have had their work reduced in accordance with Article 3101, and who have made their availability for additional available shifts known to the Employer in writing, shall be given preference for such shifts, over part-time and casual employees, up to their EFT prior to layoff or reduction of hours, provided they are qualified, competent and willing to perform the required work.

The employee shall be given such preference for available shifts until a position becomes available that is an equal or greater EFT than their last previous position, or for the duration of 6.03 (d), whichever occurs first.

Should the employee not work the entire shift for any reason, the employee will be paid for the hours actually worked.

In the event that the employee accepts available shifts in accordance with the above, the provisions of the Collective Agreement shall be applicable except as modified hereinafter:

a) Vacation pay shall be calculated in accordance with Article 1804, and shall be paid at the prevailing rate for the classification, at the employee's step on scale prior to layoff, on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay;

b) Income protection accumulation shall be calculated as follows:

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

c) In the event that the layoff is longer than twenty-six weeks, seniority will be calculated in accordance with regular hours worked;

d) The Employee shall be paid five (5%) percent of the basic rate of pay in lieu of time off on General Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque;

e) Participation in benefit plans is subject to the provisions of each plan;

f) Any period of time during a layoff when the employee works additional available shifts or works in a term position shall not extend the five (5) year period

referenced in Article 10. However, an employee on layoff who is recalled into a term position shall retain their right to be recalled into a permanent position while working in the term position.

3117 The Employer agrees to notify the Association in advance, of all matters which significantly affect the security of employment or major working conditions of members of the bargaining unit.

3118 Secondment is a temporary transfer of an employee(s) from one Employer to another Employer, the terms of which shall be negotiated with the Association.

ARTICLE 32: NON-DISCRIMINATION

3201 The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba.

3202 The Employer and the Association agree that no form of sexual harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Association.

3203 No form of employee abuse will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them as soon as possible. Any employee who believes a situation may become or has become abusive shall report this to the immediate supervisor. The Employer shall notify the Association as

soon as possible after receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction for the parties. Situations involving abuse shall be treated in a confidential manner by the Employer, the Association and the employee(s).

ARTICLE 33: PERFORMANCE APPRAISALS

3301 When performance appraisals are conducted, the following guidelines shall apply:

- a) performance appraisals shall be in writing and the contents shall be discussed with the employee;
- b) the employee shall sign the performance appraisal for the sole purpose of indicating that they are aware of its contents;
- c) the employee shall have the right to add comments to be attached thereto;
- d) the employee shall be given a copy of the performance appraisal.

3302 If the employee regards the report or evaluation to be inaccurate, unfair or unreasonable, they may also initiate a grievance requesting its correction or removal from their file.

ARTICLE 34: NOTICE OF TERMINATION

3401 Except under extenuating circumstances, employees shall be given and shall give four (4) weeks' notice of termination.

3402 Employment may be terminated with less notice or without notice:

- a) by mutual agreement between the Employer and the employee;
- b) during the employee's probationary period;

c) where an employee is discharged for just cause.

ARTICLE 35: COMMITTEES

3501 The Employer will maintain an Employee/Management Advisory Committee with equal representation from management and employees. This Committee shall meet at the request of either party, for the purpose of discussing matters of concern to either party. The parties shall co-chair this committee and shall chair alternate meetings.

3502 This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect within the Facility.

3503 a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the Association to attend meetings of the Employee/Management Advisory Committee and any other joint committee which is created by the mutual agreement of the Association and the Employer, and to which the Association is required to appoint representatives.

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

In accordance with the Workplace Safety & Health Act, a member of the Workplace Health and Safety Committee is entitled to take time off from their regular work duties in order to carry out their duties as a committee member

under this Act and the regulations. The member shall be paid by the Employer at their regular or premium pay as applicable, for all time spent carrying out their duties as assigned by the committee or Employer as a committee member.

3504 The parties agree to utilize the existing Employee/ Management Advisory Committee to discuss, review and make recommendations relative but not limited to:

Staff recruitment and retention,
Training, retraining and continuing education,
Program Management,
Efficiency of equipment utilization,
Program delivery and new program implementation,
Ongoing communications,
Professional practice issues,
Job enrichment,
Orientation,
Workplace security,
Unresolved issues relating to workload, staffing or shift schedule.

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

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

ARTICLE 36: JOB SHARING

3601 When a position is posted, two (2) employees may apply to share that position. The decision to allow two (2)

employees to split a position rests solely with the Employer who will consider the needs of the area.

- a) Both employees shall be granted part-time employment status, and shall earn benefits as provided for in the Collective Agreement.
- b) In the event that one (1) of the employees sharing the position is absent, e.g. sick leave, vacation, leave of absence, etc. the other employee sharing the position may be required to assume those shifts.
- c) In the event that one (1) of the employees sharing the position resigns, and the Employer's decision is to allow this position to remain a job share position, the position will be posted with the following wording noted on the job posting:

“This position is currently being filled by two (2) employees working part-time. The remaining employee wishes to continue working their portion of the position and they will be allowed to do so if another employee is willing to work the other portion of the position. If you wish to apply for the vacant portion of this position, please apply in the normal manner stating same.”

- d) Providing there is another employee willing to share the position, the remaining employee will be maintained in the shared position.
- e) If the Employer's decision is to no longer allow this position to remain as a job sharing position, or if no employee is willing to share the position with the remaining employee, the posted position will be offered to the remaining employee.

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

The remaining employee will then be offered any part-time position for which they are qualified, that is currently vacant and if none is available, they shall be dealt with in accordance with Article 31.

ARTICLE 37: TERM OF AGREEMENT

- 3701 This agreement and all its provisions shall be effective April 1, 2018 except as otherwise provided.

The parties acknowledge this article is not intended to confer retroactive benefits or rights to which employees were not previously entitled to prior to the date of ratification, unless otherwise mutually agreed.

- 3702 This Agreement shall be in full force and effect until March 31, 2024 and thereafter until a revised Collective Agreement is executed or this Agreement is terminated by two (2) weeks written notice by either party.


- 3703 This Agreement may be amended during its term by mutual agreement.

- 3704 Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date hereof.

- 3705 If notice is not given under Article 3704, within thirty (30) days prior to the expiration date of the Agreement, this

Agreement shall be renewed without change for a further period of one (1) year.

Signed this 21st day of November, 2024



FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #1

between

COMMUNITY THERAPY SERVICES, INC.

And

MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS

RE: EMPLOYMENT SECURITY

Whereas the Employer is concerned with its employees' employment security, and

Whereas the Association is concerned with its members' employment security, and

Whereas within the Province of Manitoba health care reform continues to be explored, and

Whereas there may be a need to examine the delivery of health care within the facility/region, and

Whereas, there may be a need to examine the current complement of employees covered by the provisions of the Collective Agreement.

1. It will be incumbent upon the Employer to notify the Association, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of employees covered by the provisions of this Collective Agreement.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for

the employees will be examined and discussed between the Employer and the Association, no later than twenty (20) days after the above.

3. The Employer and the Association agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, the Employer will make every possible effort to reassign the employee(s) affected to an equivalent position within the facility/region. The Layoff and Recall provisions of the Collective Agreement will apply where reassignment is not possible.
6. In the event of #5 above occurring or in the event of the closure of a facility/region, and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of employees.
7. The Employer will also co-operate with other facilities/regions, with Provincial Health Labour Relations Services, and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

MEMORANDUM OF UNDERSTANDING #2
between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

**RE: MOBILITY – PROGRAM TRANSFERS, CLOSURES,
CONSOLIDATION AND MERGERS**

WHEREAS it is the desire of, and in the best interest of, the parties to work toward the avoidance of job loss by providing for the mobility of employees within and between Employers Organizations;

AND WHEREAS the parties recognize that it is in the best interest of patient care to retain the knowledge and expertise of healthcare providers within the programs;

AND WHEREAS the parties wish to promote career opportunities by removing systemic barriers;

NOW THEREFORE the parties agree as follows:

1. This memorandum is attached to and forms part of the Collective Agreement.
2. The parties agree to work towards a systemic labour adjustment plan utilizing a provincial attrition model where reasonable, and utilizing any other programs as agreed to by the parties.
3. In the event that this memorandum of understanding conflicts with the terms of any existing collective

agreement between the parties, the terms of this memorandum shall prevail over the terms of the collective agreement (unless otherwise specified).

4. a) In the event of a transfer/closure/consolidation/merger of one or more of the sites, the Employer(s) will notify the Association, where possible at least ninety (90) days prior to the implementation date*

*Lesser notice may be given only in exceptional circumstances.

b) The Employer(s) and Association shall meet within thirty (30) days of notice provided for in 4 a) to discuss issues arising out of the transfer of employees.

c) The Employer(s) shall prepare and provide the following data relative to the transfer/closure/consolidation/merger to the Association:

- positions affected at the sending site
- number of vacancies and new positions created at the receiving site
- up-to-date seniority lists and number of affected employees
- pertinent classification information
- relevant time frames

5. Staff Mobility - Program Transfers

l) When programs are transferred, consolidated, or merged from one or more of the sites to another, the Employer(s) will determine the number of staff required by classification.

Qualified employees affected will be given the opportunity to move with the program. Where excess numbers of staff wish to move, staff will be selected in descending order of

seniority. Where an insufficient number of staff by classification volunteer to move, the remaining vacancies shall be filled by utilizing the job posting/recall procedures in the applicable collective agreement(s). Where an employee is not able or elects not to move, the provisions of Article 33 (Job Security) will apply.
I apply.

If vacancies continue to exist after the job competition, the Employer(s) reserves the right to transfer affected employees from the sending site to fill the vacancies commencing with the most junior qualified employee.

II) It is agreed that should it be necessary to transfer employees from one site to another in accordance with the provisions of 5(i), the Employer shall endeavour to the greatest degree possible, to transfer such employee into a position which is within .2 of the EFT of the position occupied by the employee at the sending site.

III) Employees who are transferred in accordance with this memorandum shall retain seniority, service, and all other benefits as specified hereinafter, and will be treated in all respects as if they had always been employees of the receiving site/Employer.

- a) continuous service date
- b) accumulated income protection benefits;
- c) length of employment applicable to rate at which vacation is earned;
- d) length of employment applicable to pre-retirement leave;
- e) length of employment applicable for qualification for the Magic 80 (as per the terms and conditions of the applicable pension plan) pension provisions;
- f) length of employment applicable to next increment date;

- g) the terms and conditions of the benefit plan(s) for the new Employer apply; however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and condition;
- h) seniority credits;
- i) transfer of current vacation hours unless the employee elects to have their current vacation hours paid out by the previous Employer at the time of the transfer;
- j) Placement at either the employees hourly rate of pay from the sending site, or in accordance with previous experience as per Article 905, whichever is greater. If the transfer results in a promotion, Article 1101 shall apply.
- k) where an employee transfers prior to the completion of maternity leave return of service requirements, the employee shall be allowed to complete the return of service requirements at the receiving site(s).

IV) The receiving site will provide an orientation period to employees transferring to a new site and shall take into consideration the individual needs of the transferring employee(s). The orientation period shall be of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.

It is further agreed that periods of orientation shall be considered time worked.

V) No new probationary/trial period will be served by transferring employees. Any transferring employee who had not yet completed their probationary/trial period at the sending site will complete the balance of the period required at the receiving site.

Should the transferred employee decide not to remain at the receiving site, such employee shall provide written notice to the receiving site no later than sixty (60) days following the date of transfer. The employee shall be entitled to be placed on the Central Redeployment list and the recall list of the sending site.

MEMORANDUM OF UNDERSTANDING #3

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: PROVINCIAL HEALTH CARE LABOUR ADJUSTMENT

This Letter of Agreement confirms that the above-named parties have ratified the Letter of Understanding on Redeployment Principles which is appended to and forms part of this Letter of Agreement.

MEMORANDUM OF UNDERSTANDING #4

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: GRIEVANCE INVESTIGATION PROCESS

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

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

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

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

Part 1 GENERAL

1. It is understood that this process and the appointment of the Grievance Investigator is to continue concurrent with the Collective Agreement. The Collective Agreement is for the period April 1, 2018 to the date of ratification of a new collective agreement, and subject to the Term of the Agreement.

2. The Grievance Investigator shall be an individual jointly approved by the MAHCP and the Executive Director of CTS. The terms of appointment of the Grievance Investigator shall be set out in a separate document between the MAHCP, CTS and the Grievance Investigator.
3. It is recognized that Grievance Investigation is a mandatory process and either party may submit the grievance to Grievance Investigation.

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

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

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

4. The Grievance Investigator shall conduct an investigation into each grievance jointly submitted to them. It is expected that a hearing will be required in the normal course of the investigation. Within seven (7) days of a grievance being submitted to them, the Grievance Investigator shall schedule a hearing to be held within the thirty (30) day period following submission to them. The Grievance Investigator is

empowered to fulfil their role in any manner deemed by them to be most effective given the individual circumstances of each case. The Grievance Investigator's general role is to:

- a) Investigate each grievance jointly submitted
- b) define the issue(s) in dispute
- c) provide an opinion as to an appropriate resolution of the dispute.

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

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

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

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

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

7. The parties shall jointly prepare guidelines to assist the Grievance Investigator in meeting the expectations of the parties. These guidelines may be amended from time to time during the collective agreement as circumstances warrant and as mutually agreed.
8. Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during or after its referral to the Grievance Investigation Process.
9. It is expressly understood that the Grievance Investigation Process is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

Part 2 SUBMISSION OF GRIEVANCE

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

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

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

Part 3 HEARINGS

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

relevant to the resolution of the matter and shall advise the parties accordingly.

4. Hearings shall be held in an informal manner, however, the Investigator shall conduct any hearing in a manner deemed by them to be effective. Witnesses will not give evidence under oath but the Investigator may act as a participant in attempting to resolve areas of conflicting evidence.

Part 4 GUIDELINES FOR GRIEVANCE INVESTIGATOR

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

5. The Grievance Investigator is empowered to consider any grievable matter put to them by the parties including a question of whether or not an issue is grievable.
6. The opinion of the Grievance Investigator is expected to be an informed estimate of the likelihood of the grievance being sustained or denied in the event of its being referred to arbitration.
7. The Grievance Investigator will be provided with any documentation which might provide assistance to them carrying out their role.

MEMORANDUM OF UNDERSTANDING #5

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

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

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

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

Terms of Reference of the EDSLP

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

The Plan:

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

Contribution/Enrolment Form:

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

program in order to assist the Employer in attempting to make arrangements for their potential absence.

Leave of Absence

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

being the successful applicant for a posted vacant position within that classification.

MEMORANDUM OF UNDERSTANDING #6
between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

**RE: PORTABILITY – COMMUNITY THERAPY SERVICES (CTS)
ONLY**

Applicable to transfers between:

Shared Health Employers Organization,
Winnipeg-Churchill Employers Organization,
Northern Region Employers Organization

AND

Community Therapy Services:

An employee with an Employer where the Association is certified to represent that occupational classification, who applies for and is awarded a position with another Employer where the Association is certified to represent that occupational classification, shall have their seniority transferred as though they had always been employed at the receiving Employer. It is understood that this seniority is intended for use in accordance with the Collective Agreement, (i.e., only in vacancy selection, vacation selection, or in the event of lay-off/displacement/recall). Further, the parties confirm that this seniority is in no way intended to increase the accumulation of benefits normally accrued or calculated on the basis of employment hours or service.

MEMORANDUM OF UNDERSTANDING #7

between

COMMUNITY THERAPY SERVICES, INC.

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: INCREASE OF EFT

Notwithstanding Article 10 the EFT of a part-time employee may be increased in accordance with the following process:

The parties agree that it may be of mutual benefit to the employees and the Employer to allow part-time employees, who request to do so, to increase their EFT.

- a) Requests to permanently increase EFT's shall be made in writing by part-time employees at a date determined by the Employer. The employees shall indicate the maximum EFT to which they wish to increase.
- b) An employee may increase their EFT up to a 1.0 EFT.
- c) In considering requests, the Employer in consultation with the Association shall consider such factors as current EFTs, shift assignments, shift schedules, the department/program(s) needs and the requirements of Article 12. If the requests by employees within a department/program exceed the availability within that department/program as determined by the Employer, the Employer shall offer in order of seniority. The final determination shall be made no later than sixty (60) days after receipt of all written requests as outlined in (a).
- d) A part-time employee shall not be permitted to increase their EFT while other employees are on layoff from that

department/program unless such laid off employees have been recalled or have declined recall.

- e) Where any request to change EFT has been approved, the Employer shall issue a letter to the employee confirming the employee's new EFT in accordance with this Collective Agreement along with an effective date.
- f) Copies of all requests and responses to requests to adjust EFT shall be provided to the Association.
- g) Any changes to shift patterns as a result of changing EFT's shall be done in accordance with the provisions of Article 12 and any pre-approved vacation will be honoured in the new schedule unless otherwise mutually agreed between the Employer and the employee.
- h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Understanding including, without limitation, the right to post vacant positions.

For the duration of this Collective Agreement, the Employer and the Association shall meet on or before May 31st annually to determine if they wish to repeat the EFT adjustment process in the following year. There must be mutual agreement to repeat this process.

MEMORANDUM OF UNDERSTANDING #8

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: OVERPAYMENTS AND UNDER DEDUCTIONS

Overpayments

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

- a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Association within twenty (20) business days of discovery. Should the overpayment affect a group of ten (10) or more employees, the timeline specified above may be extended by the mutual agreement of the parties and requests for extension shall not be unreasonably denied.

Employees are entitled to request a meeting with the Employer and the Association to discuss the validity and proposed recovery of the overpayment;

- 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.

“Under deduction” shall include, but is not limited to, any statutory deduction, or any other amount for which the employee has provided their consent to be deducted from their wages, that has not been deducted by the Employer as a result of a good faith error on the part of the Employer.

It is understood that where the Employer is required, or has received consent, to remit a deduction from the wages of an employee, that the Employer is responsible to ensure those deductions are remitted appropriately and in compliance with the necessary conditions of such remittance. Where the Employer has failed to remit as required and as a result of that failure the employee has been denied access to a benefit which they would otherwise have received but for the failure to remit, the Association on behalf of the employee is able to seek, through the grievance process, appropriate redress for any and all incurred losses. All appeal processes under the applicable plan must be exhausted prior to any grievance being initiated through the grievance process. The jurisdiction of an arbitrator appointed pursuant to the grievance process to interpret and apply any applicable benefit plan shall be limited to the application of this provision.

All under deductions are considered to be an accounts receivable and will be deducted from an employee's wages when discovered by the Employer.

The deduction will be made in a fair and reasonable manner after notification to the employee and taking into consideration the amount of the account receivable and the purpose of the amount under deducted.

Where an error has been made in good faith, the Employer shall be entitled to recover any under deduction made, for a period of time that does not extend further back than twelve (12) months from date of discovery.

MEMORANDUM OF UNDERSTANDING #9

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: APPENDIX A - CLASSIFICATIONS

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

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

MEMORANDUM OF UNDERSTANDING #10

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: HEALTH SYSTEM SUSTAINABILITY

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

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

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

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING #11
between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: IMPACT OF RATE PAY REDUCTION ON PENSION PLAN

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

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

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

MEMORANDUM OF UNDERSTANDING #12

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: INCLEMENT WEATHER

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

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

MEMORANDUM OF UNDERSTANDING #13

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: OUT OF POCKET EXPENSES

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

Telephone calls/faxes
Postage
Office Supplies

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

MEMORANDUM OF UNDERSTANDING #14

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: WORKLOAD

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

MEMORANDUM OF UNDERSTANDING #15

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: WORKING ALONE

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

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

MEMORANDUM OF UNDERSTANDING #16

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: LICENSURE REIMBURSEMENT

The Employer will reimburse professional technical employees for professional license or professional association membership fees applicable to 2024/25 licensure year as follows:

- a) The employee must be actively employed with CTS as of date of ratification.
- b) The employee must submit proof of payment of licensure or association membership to the Employer in order to receive the reimbursement. The Employer shall provide timely reimbursement upon submission of proof of the total amount paid for the applicable licensing year.
- c) Reimbursement may not be claimed if it has been previously reimbursed by any employer covered under the WCHREO, SHEO, NHREO MAHCP Central Table Collective Agreement.

It is understood that the above applies to all classifications where the requirement of a professional licensure or professional association membership is identified in the approved job description. Employees who may maintain both a professional licensure and a professional association membership are eligible for reimbursement for only one.

This will apply to all employees (full time, part time or casual) and includes employees on leaves of absence.

For professional technical employees whose licensure requires core liability protection insurance by their licensing body as a requirement to become licensed, but which is not part of the licensure fees, reimbursement shall be inclusive of this core liability protection. However, any supplemental insurance, or additional costs associated with Criminal Record Check (including Vulnerable Sector Search), Child Abuse Registry Check or Adult Abuse Registry Check etc. if required for licensure, shall not be included for reimbursement.

Reimbursement is applicable only once in each qualifying year. Employees must submit for reimbursement once payment has been made in full and will be reimbursed the full amount for the year.

Any disputes/grievances arising under this Memorandum of Agreement shall be referred to grievance/arbitration procedure as per the applicable collective agreement provisions.

MEMORANDUM OF UNDERSTANDING #17

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: RECOGNITION/SIGNING BONUS

1.
 - a) Each full-time (1.0 FTE) employee currently employed with CTS on date of ratification shall be entitled to a one-time lump sum payment of five thousand dollars (\$5,000.00).
 - b) Each part-time employee currently employed with CTS on date of ratification shall be entitled to a one-time lump sum payment of three thousand, five hundred dollars (\$3,500.00).
 - c) Each casual employee currently employed with CTS on date of ratification who has worked within the last twelve (12) months prior to date of ratification shall be entitled to a one-time lump sum payment of one thousand dollars (\$1,000.00).
2. The recognition/signing bonus shall not be paid to any employee that has previously received such bonus from any employer covered under the WCHREO, SHEO or NHREO MAHCP Central Table Collective Agreement.

In the event a CTS employee is employed with a Central Table employer (WCHREO, SHEO, NHREO) in a position of less FTE than that held at CTS and they received a signing

bonus of lesser value than what they would be eligible for with CTS; CTS (as Employer) agrees to provide a one-time lump sum payment for the difference in value so as to ensure the affected employee is compensated for the position of greater FTE, provided it is held at CTS.

3. All statutory deductions, including union dues, will apply to this payment. The lump-sum payment is deemed non-pensionable and is not subject to benefit deductions.
4. Employees on a leave of absence shall receive the payment and will be required to report all earnings to any applicable third-party payer/insurer.
5. The Employer will endeavor to provide the lump sum payment within ninety (90) days of ratification.

MEMORANDUM OF UNDERSTANDING #18

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: RECRUITMENT AND RETENTION INCENTIVE

WHEREAS retention, recruitment and training of allied health individuals is a priority for the Parties;

AND WHEREAS the Parties recognize there are significant allied health retention and recruitment challenges and the Parties agree that ongoing, focused effort on retaining and attracting qualified individuals to the provincial health system is required;

THEREFORE the Parties agree as follows:

Effective the date of ratification:

1. The Employer will provide ten thousand dollars (\$10,000) maximum over two (2) years for allied health individuals who accept a Full Time EFT. The incentive will be prorated for individuals who accept a minimum of a 0.7 EFT (0.7 times the full amount provided for a 1.0 EFT). The incentive is payable in two (2) installments, with five thousand dollars (\$5,000) payable within six (6) months of start of employment and five thousand dollars (\$5,000) payable after the completion eighteen (18) months of service (pro-rated for those 0.7 EFT and above). A two (2) year Return of Service Agreement (ROSA) is required and is subject to the conditions below.

a) Recruitment:

An employee who returns to employment from retirement or resignation (not currently holding a full or part-time position with any Employer within an Employer Organization within the Province of Manitoba) shall receive a ten thousand dollars (\$10,000) recruitment bonus if accepting full time employment for a period of two (2) years. In order to qualify, the individual must minimally accept and maintain a 0.7 EFT. Payments will be prorated based on EFT.

b) Retention:

An employee who is currently employed and eligible to retire as of date of ratification or up to and including July 31, 2024 without early retirement penalty and submits a written request to the Employer regarding an additional two (2) year commitment shall receive the above recruitment incentive for a period of two (2) years. In order to be eligible for the retention incentive, the eligibility period commences from date of approval of the written request. Eligible employees must minimally maintain the EFT that was committed to at time of approval. Should an individual, currently employed and who holds an EFT lower than 0.7, or holds casual status, wish to commit to a position which is 0.7 EFT or above, and obtains such a position, they shall be entitled to receive the incentive provided they meet all other criteria as outlined in this section.

2. The parties agree the phrase “without early retirement penalty” is understood to mean there is no penalty or deduction applied to the employee’s pension entitlements, as described under the bylaws or requirements of the applicable pension plan, had the employee opted to retire between ~~July 1, 2023~~ the date of ratification and July 31, 2024.

3. Where an employee qualifies for the Retention Incentive in paragraph B) above, notwithstanding the date on which the ROSA is signed by the parties, where an employee meets the conditions of eligibility for the incentive, the qualifying period shall be considered to commence as of the date the employee holds the qualifying position, but no earlier than date of ratification.

4. Where an employee transfers from one qualifying position to another, within any Employer, or within or between any Employer or Employers Organization within the Province of Manitoba the positions shall be considered as contiguous and continuous for the purpose of the determination of Incentive amount(s).

5. Where an employee, occupying a position qualifying for the Recruitment and Retention Incentive is moved to a non-qualifying position as a result of an Employer imposed circumstance (program transfer, program closure, deletion of position etc.), the Employer shall endeavour to undertake all reasonable measures to provide the individual a similar position that requalifies the employee for the incentive to which they were previously entitled. Where the employee is not placed in a qualifying receiving position, the incentive for the former position will be provided to the employee, on a pro-rated basis, for the duration spent in the qualifying position.

6. An exception to the return of service repayment requirement shall be if an employee is deemed totally disabled for their own occupation, repayment will not be required.

All statutory deductions will apply to the incentive payments above. The incentive payments are deemed non-pensionable and are not subject to benefit deductions.

MEMORANDUM OF UNDERSTANDING #19

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: MAHCP RETENTION INCENTIVE - FULL-TIME INCENTIVE

1. The parties agree that a Full-Time Incentive shall be payable in a lump sum to employees employed in a full-time (1.0 EFT) position during the following qualifying period:
 - April 1, 2023 – March 31, 2024
2. Upon confirmation of an employee's employment in a full-time position for the above qualifying period, the employee shall be paid five thousand dollars (\$5,000), on the first off-cycle pay period in May following the qualifying period. For clarity, eligibility depends on being employed in an eligible full-time position on March 31st in the qualifying year.
3. In the event an employee secures a full-time position after April 1st in the above period, the incentive payment will be pro-rated based on the number of hours the employee was employed full-time up to March 31st of the qualifying year.
4. Employees going on an approved leave of absence during the year shall receive the pro-rated amount based on the number of hours the employee has worked full-time during the period identified above.

5. Where an employee commences a full-time position after April 1st of the qualifying year, the incentive will apply, on a pro-rated basis, only to the duration ending with the respective qualifying date (March 31, 2024) where the employee works a consecutive unbroken period which includes the qualifying date. A consecutive unbroken period refers to when an employee last commenced a full-time position. For clarity, when an employee converts from full-time to part-time back to full-time status, no period of employment prior to the employee's current full-time position shall be included in the calculation of the incentive.

6. All statutory deductions will apply to the incentive payments. The incentive payments are deemed non-pensionable and are not subject to benefit deductions.

Where an employee transfers from one qualifying position to another within the Employer, or within or between any Employer or Employers Organization within the Province of Manitoba, the positions shall be considered as contiguous and continuous for the purpose of the determination of Incentive amount(s).

MEMORANDUM OF UNDERSTANDING #20

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: WEEKEND SUPER PREMIUM

WHEREAS the Parties recognize there are allied health retention and recruitment challenges;

AND WHEREAS the Parties agree that ongoing, focused effort on retaining and attracting qualified individuals to the provincial health system is required;

AND WHEREAS the Parties recognize that during the implementation of a focused retention and recruitment plan, it is imperative to ensure consistency in baseline staffing to maintain the quality provision of services for patients, residents and clients;

THEREFORE in an effort to fortify the baseline staffing compliment on weekends the Parties agree to the following:

1. For the purposes of this memorandum, the parties agree to modify the definition of weekend to include the Friday evening shift to be eligible for this additional premium.
2. A Weekend Super Premium of eight dollars (\$8.00) per hour shall be paid to an employee on all hours worked between 1500 hours on the Friday and 2400 hours on the following Sunday.

3. For clarity, the Weekend Super Premium shall apply to all hours worked on a Friday, where an evening premium is applied under Article 17 (Premiums).
4. The Weekend Super Premium would be paid in addition to the premiums under Article 17 where applicable.

This Weekend Super Premium memorandum will be effective as of November 18, 2022 until the ratification of the next collective agreement.

MEMORANDUM OF UNDERSTANDING #21

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: WELLNESS INCENTIVE

A one-time Wellness Incentive of \$500 for full-time employees and \$250 for part-time employees will be added to the current Healthcare Spending Account effective the first of the month following date of ratification.

MEMORANDUM OF UNDERSTANDING #22

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: MARKET ADJUSTMENT

The parties agree that effective October 1, 2023 there shall be a market adjustment of a 3% increase on all steps for all classifications. The 20 Year Rate will maintain the 2% differential from the top step on scale.

COLLECTIVE AGREEMENT

between

COMMUNITY THERAPY SERVICES, INC.

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

This document shall serve as the master signature page for the MOU's included as part of this Collective Agreement and as listed below.

April 1, 2018 to March 31, 2024

Signed this 21st day of November, 2024



FOR THE EMPLOYER

FOR THE ASSOCIATION

SCHEDULE "A"

WAGE SCALES

April 1, 2018 - 1.25 %
 April 1, 2019 - 1.4 %
 April 1, 2020 - 0.5 %
 April 1, 2021 - 1.2 %
 April 1, 2022 - 2.0 %
 April 1, 2023 - 2.0 %

COMMUNITY THERAPY SERVICES MAHCP WAGE SCALES 2018-2023

<i>Position</i>	<i>Increase</i>	<i>Start</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Year 20</i>
Staff Occupational Therapist								
		34.448	35.480	36.546	37.642	38.769	39.931	40.730
01-Apr-18	1.25%	34.879	35.924	37.003	38.113	39.254	40.43	41.239
01-Apr-19	1.40%	35.367	36.427	37.521	38.647	39.804	40.996	41.816
01-Apr-20	0.50%	35.544	36.609	37.709	38.84	40.003	41.201	42.025
01-Apr-21	1.20%	35.971	37.048	38.162	39.306	40.483	41.695	42.529
01-Apr-22	2.00%	36.69	37.789	38.925	40.092	41.293	42.529	43.38
01-Apr-23	3.00%	37.791	38.923	40.093	41.295	42.532	43.805	44.681
01-Oct-23	3.00%	38.925	40.091	41.296	42.534	43.808	45.119	46.021
<i>Position</i>	<i>Increase</i>	<i>Start</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Year 20</i>
Staff Physiotherapist								
		34.448	35.48	36.546	37.642	38.769	39.931	40.73
01-Apr-18	1.25%	34.879	35.924	37.003	38.113	39.254	40.43	41.239
01-Apr-19	1.40%	35.367	36.427	37.521	38.647	39.804	40.996	41.816

01-Apr-20	0.50%	35.544	36.609	37.709	38.84	40.003	41.201	42.025
01-Apr-21	1.20%	35.971	37.048	38.162	39.306	40.483	41.695	42.529
01-Apr-22	2.00%	36.69	37.789	38.925	40.092	41.293	42.529	43.38
01-Apr-23	3.00%	37.791	38.923	40.093	41.295	42.532	43.805	44.681
01-Oct-23	3.00%	38.925	40.091	41.296	42.534	43.808	45.119	46.021
Position	Increase	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
Senior Physiotherapist								
		37.790	38.919	40.089	41.294	42.531		43.382
01-Apr-18	1.25%	38.262	39.405	40.59	41.81	43.063		43.924
01-Apr-19	1.40%	38.798	39.957	41.158	42.395	43.666		44.539
01-Apr-20	0.50%	38.992	40.157	41.364	42.607	43.884		44.762
01-Apr-21	1.20%	39.46	40.639	41.86	43.118	44.411		45.299
01-Apr-22	2.00%	40.249	41.452	42.697	43.98	45.299		46.205
01-Apr-23	3.00%	41.456	42.696	43.978	45.299	46.658		47.591
01-Oct-23	3.00%	42.700	43.977	45.297	46.658	48.058		49.019
Position	Increase	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
Senior Occupational Therapist								
		37.790	38.919	40.089	41.294	42.531		43.382
01-Apr-18	1.25%	38.262	39.405	40.59	41.81	43.063		43.924
01-Apr-19	1.40%	38.798	39.957	41.158	42.395	43.666		44.539
01-Apr-20	0.50%	38.992	40.157	41.364	42.607	43.884		44.762
01-Apr-21	1.20%	39.46	40.639	41.86	43.118	44.411		45.299
01-Apr-22	2.00%	40.249	41.452	42.697	43.98	45.299		46.205
01-Apr-23	3.00%	41.456	42.696	43.978	45.299	46.658		47.591
01-Oct-23	3.00%	42.700	43.977	45.297	46.658	48.058		49.019

Long Service Step

1

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

- (i) Twenty (20) or more years of continuous service; and
- (ii) The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.

2

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

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

SCHEDULE "B"

ACADEMIC ALLOWANCES

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

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

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

SCHEDULE "C"

UNITS OF ORGANIZATION

Occupational Therapy: Home Care Senior Occupational
Therapy

Mental Health Program Coordinator

Physiotherapy: Home Care Senior Physiotherapy

First Nations Physiotherapy Program
Coordinator

Beausejour Physiotherapy Department

SCHEDULE "D"

REMOTENESS ALLOWANCE

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

A. Eligibility Claim:

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

B. Non-Dependent or Dependant's Allowance:

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

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

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

F. Rates: The biweekly Remoteness Allowance is:

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

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

APPENDIX 1

Province of Manitoba - REMOTENESS ALLOWANCE

ELIGIBILITY CLAIM FORM

PART A

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

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

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

Single _____ Married _____ Other _____
(Give Marital Information)

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

PART B

Marital Information:

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

My marital partner is employed by _____
They will not be claiming either the Dependants rate, or single rate of Remoteness Allowance.

PART C

Other Dependants:

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

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

PART D

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

STATUTORY DECLARATION:

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

Declared before me at _____ this _____ day of _____ 20__

A Commissioner for Oaths in and for the Province of Manitoba

My Commission expires

Signed _____
(Applicant)

APPENDIX – A

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

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

Senior Occupational Therapist – An Occupational Therapist, who, in addition to the duties of a Staff Occupational Therapist, has specific duties pertaining to specialized practice, consultation, and/or education and may be responsible for the development and/or coordination of Employer designated program(s) or project(s).

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

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

Senior Physiotherapist – An Physiotherapist who, in addition to the duties of a Staff Physiotherapist, has specific duties pertaining to specialized practice, consultation, and/or education and may be responsible for the development and/or coordination of Employer designated program(s) or project(s).

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

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

APPENDIX – B

ABBREVIATIONS

- BSc – Bachelor of Science
- COTM – College of Occupational Therapists of Manitoba
- CPM – College of Physiotherapists of Manitoba
- MSc – Master of Science
- PhD – Doctorate

