

COLLECTIVE AGREEMENT

BETWEEN:

**WINNIPEG CHURCHILL HEALTH REGION
EMPLOYERS ORGANIZATION**

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

For the period of April 1, **2024** to March 31, **2028**

WHEREAS the Association is the certified bargaining agent for certain specified employees of the Employers in the Employers Organization; and

WHEREAS, it is the desire of the parties to support provision of the best possible quality of health care through the successful operation of the Health Care Organization; and recognizing that some Employers are Faith based; and to maintain harmonious relationships between the Employers and the members of the Association; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and

WHEREAS the Association and the Employers Organization desire to promote the morale, well-being and security of those employees;

***WHEREAS* the Association and the Employers Organization recognize that only through open communication and understanding, can we create a safe workplace where every voice is heard, every perspective is respected and where we collectively strive for growth, unity and a culture of unwavering respect.**

***WHEREAS* the Employers Organization recognizes the responsibility to secure employees from risks to their safety, health and welfare arising out of or in connection with the activities in their workplaces, the Employers will comply with their responsibilities in accordance with Section 2(2) of *The Workplace Safety and Health Act*, and**

WHEREAS the Association and the Employers Organization 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 Employers Organization agree with each other AS FOLLOWS:

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ARTICLE 1: SCOPE AND APPLICATION OF AGREEMENT

- 101 The Employers within the Winnipeg-Churchill Health Region Employers Organization recognize the Association as the sole bargaining agent for employees in the bargaining units defined in Certificate HSBURA-0012, as may be granted voluntary recognition by the Employer and identified in Schedule "A" or as may be issued by the Manitoba Labour Board.
- 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

The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural unless the context otherwise requires.

- 201 “Approved Training” shall mean training as approved by the Employer for the respective professional association and/or the applicable classification.
- 202 “Base Location” shall mean the location as determined by the Employer, where the employee is based out of for the purpose of service delivery coordination and mileage calculation. Employees will be advised of their base location at the time of their commencement of employment and at the time of any subsequent voluntary change; and a copy will be placed in the employees’ personnel file.
- 203 “Basic pay, Rate or Salary” shall mean the rates of pay shown in Schedules “A” and “B”.
- 204 “Bi-weekly Period” shall mean the two (2) consecutive weeks constituting the regular pay period.
- 205 “Concurrent Employment” shall mean an employee who holds more than one position with the same Employer. For greater certainty, Concurrent Employment shall not apply to an employee who holds more than one position with different Employers.
- 206 “Continuous Service” and/or “Length of Employment” with an Employer shall mean the period of time since an employee last became a full-time or part-time employee in a permanent or term position 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 or part-time status to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be included in an employee’s length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.

- 207 “Demotion” shall mean a change of employment from one classification to another classification with a lower maximum hourly rate of pay with the same Employer.
- 208 “Employee” shall mean a person employed by an Employer and covered by this Agreement.
- 209 “Employer” shall mean the legal entity with whom the employee is employed as listed in Schedule “C” under the Employer List column.
- 210 “Employers Organization” shall mean an Employers Organization established for the sole purpose of collective bargaining pursuant to *The Health Sector Bargaining Unit Review Act* as listed in Schedule “C”.
- 211 “Promotion” shall mean a change of employment from one classification to another classification with a higher maximum hourly rate of pay with the same Employer.
- 212 For identification purposes, shifts will be named as follows:
 - a) “Day shift” shall mean a shift in which the major portion occurs between 0800 hours and 1600 hours.

- b) "Evening shift" shall mean a shift in which the major portion occurs between 1600 hours and 2400 hours.
- c) "Night shift" shall mean a shift in which the major portion occurs between 2400 hours and 0800 hours.

- 213 "Site" shall mean the facility/program where the employee is employed within the Employers Organization as set out in Schedule "C".
- 214 "Transfer" shall mean a change by an employee from one position to another position with the same salary range and the same Employer.
- 215 "Weekend" shall mean 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.
- 216 "Worksite" shall mean the location, as determined by the Employer, to be where the employee is assigned to perform work for the purpose of service delivery provision.
- 217 "General Wage Increase" shall mean a wage increase that is applied to all the wage scales listed within Schedule "A".**
- 218 "Market Adjustment" shall mean an increase to a specific classification's wage scale (as listed within Schedule "A") usually to address an internal or market pay inequity.**
- 219 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.

The "Employment Status" of an employee shall be:

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

220 Applicable to Klinik, Nine Circles, NorWest, Mount Carmel and Women's Health Clinic Only

A term "grant employee" is one who works on a project funded through municipal, provincial, federal or other grant. By mutual agreement between the Employer and the Association, a grant employee may have their wages, benefits, and inclusion in the bargaining unit restricted.

The Employer agrees in principle that grant employees should be paid according to the Association wage scale for the classification in which they work.

221 Applicable to SERC only:

A term “grant employee” means a term employee who works on a project funded by a grant to the Organization. Grant employees are included in the bargaining unit and are covered by this Collective Agreement with respect to non-monetary items only.

ARTICLE 3: TERM EMPLOYEES

301 a)

- i) A term employee shall not be hired for a period greater than fifty-four (54) weeks or up to a maximum of eighty (80) weeks to replace an employee on Parenting Leave. For terms resulting from Parenting Leave, the Employer shall state on the job posting that the said term position will expire subject to a minimum of two (2) weeks notice.
- ii) In situations where an employee is absent indefinitely due to illness, injury, or WCB claim, or where the Employer determines a term is required in relation to a particular project or special assignment, 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.

- iii) For the purposes of the (ii) above paragraph as it relates to the Employer's ability to post an initial term for the duration of twenty-four (24) months, a particular project or special assignment is understood to mean a trial/pilot project or a project requiring a specific focus which is distinguished from the general day to day operations.
- iv) The duration for term positions as identified in (i) and (ii) above may be extended by mutual agreement between the Association and the Employer.
- v) For situations related to WCB and/or illness and/or accident and, 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 their position, subject to a minimum of forty-eight (48) hours' notice.
- vi) Any term positions directly resulting from the above procedures will be posted in the same manner.
- b) A term employee may be required to complete the term for which the employee was engaged before being considered for another term position with the same Employer unless the awarding of an alternate term position would extend their employment beyond the expiration of their current term position. At the conclusion of the term for which the employee was engaged, the term employee shall be entitled to exercise their seniority rights when applying for

vacant positions with the same Employer for which the employee is qualified.

- c) A term employee hired to temporarily replace a permanent employee shall be entitled to exercise their seniority rights to obtain a vacant position with the same Employer for which the employee is qualified prior to the expiration of their term.
- d) A term employee may not be eligible for transfer during their probationary period.
- e) A term employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position with the same Employer if that position is within a different discipline or specialized area of practice.
- f) A term employee shall have no seniority rights in matters of demotion, layoff and recall.
- g) A term employee who is awarded a position and who commences employment within six (6) weeks of termination of their previous position with the same Employer 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 **Rule of 80** pension provisions where such plan provisions exist;

- v) length of employment applicable to next increment date;
 - vi) continuation of all Benefit Plans subject to reapplication as required;
 - vii) seniority credits.
- h) A term employee shall not be terminated and re-hired for the purpose of extending the period of term employment in the same position without prior approval of the Association. Where a term employee completes their term of employment and is the successful applicant for a different consecutive term position with the same Employer, it shall not be deemed to be an extension of the original term position.

302 Applicable to Klinik, Nine Circles, NorWest, Mount Carmel and Women's Health Clinic Only
Term employees whose term position has ended (i.e., Staff funded by short term projects) will retain their seniority for purposes of applying for another position posted by the Employer for a period of six (6) months following the termination of their term provided that the term was for one year or more.

ARTICLE 4: CASUAL EMPLOYEE

- 401 The terms of this Collective Agreement shall not apply to casual employees except as provided below.
- 402 Casual Employee means an employee as defined under Article 219 c).

- 403
- 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 18 (Premiums).
 - d) Casual employees required to work on a general holiday, including Remembrance Day, shall be paid at the rate of time and one half (1.5X) their basic rate of pay in accordance with Article 22 (General Holidays).
 - e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 14 (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 26 (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 15 (Standby and Callbacks).
- j) Articles 27 and 28 (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) Casual employees shall accrue seniority for hours worked with the Employer 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 within the Employer. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.
- m) **When a casual employee obtains a part-time/full-time position, they shall receive their next increment after the completion of the full-time equivalent hours worked, or on the employee's anniversary date (calculated from the date of their last increment, or their starting date in the casual position as the case may be), whichever occurs first. For clarity, the number of hours worked by a casual employee applicable to their next increment will transfer with the employee upon conversion to part-time/full-time status.**

- n) A casual employee whose employment status changes from casual to full-time or part-time status will be required to complete the standard probation period in accordance with Article 1114.
- o) Casual employees shall be paid at straight time rates when the Employer requires or pre-approves attendance at educational events, training, and staff meetings.
- p) Article 29 (Safety, Health and Reasonable Accommodation) shall apply to casual employees.
- q) Articles 2403 b) and 2416 c) shall apply to casual employees.
- r) Article 17 (Travel Expenses) shall apply to casual employees.
- s) Seniority hours accrued during a term position shall be retained by that employee upon return to casual status at the conclusion of the term and added to the previously accrued casual seniority hours.
- t) Responsibility pay in accordance with Article 2301 shall apply to casual employees.

ARTICLE 5: PART-TIME EMPLOYEE

501 Part-time employee means an employee as defined under Article 219 b).

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. At no time will a part-time employee accrue any seniority or benefits greater than that of a full-time employee.

502 General Holidays

Part-time employees will be paid **five percent (5%)** 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.

Should any additional General Holiday be declared as per Article 2201 the above percentage shall be increased.

503 Annual Vacations

a) Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee, who is earning vacation at that same rate.

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

Part-time employees are not entitled to unpaid vacation days except where they have been on an unpaid leave for a portion of, or for the entire accrual year. They shall be entitled to request unpaid vacation up to the amount of vacation entitlement they would have received based on their EFT were it not for the leave.

- 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 continuous 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 be taken as a vacation payout at the employee's basic rate of pay at the beginning of each vacation year.

504 Assignment of Additional Hours

- a) Part-time employees who make it known to the Employer, in writing that they are willing to work occasional additional shifts shall be given preference of such shifts over casual employees, provided such written notice is provided prior to the shift being awarded to a casual employee and they are qualified, orientated and able to perform the required duties. Preference for such shifts will be on the following basis:
- i) First, on the basis of seniority, among employees of each department/base location where the shift

is available who meet the provisions above, and who have requested additional shifts;

ii) Second, on an equitable basis, among those employees within that site, who meet the provisions above, and who have requested additional shifts;

iii) Third, on an equitable basis, among those employees from other sites comprising the Employer who meet the provisions above and who have requested additional shifts.

It is further understood that such additional hours shall be offered only to the extent that they do not incur any overtime costs to the Employer. Such shifts shall not be construed as a change of shift or a callback.

b) 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.

c) Part-time employees will not be provided preference for additional hours during any period of paid or unpaid leave.

505 Subject to Article 501, part-time employees placed on standby shall accrue seniority for hours actually worked on a callback.

506 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.

507 Overtime

Part-time employees shall be entitled to the applicable overtime rates in accordance with Article 1405 when authorized to work in excess of the daily or biweekly hours of work as specified in Article 1201.

508 Increments

Salary increments for part-time employees shall be in accordance with Article 903 and 904.

509 Where a Recognized Holiday falls on a part-time employee's normally scheduled day of work but the employee's department/unit/program is closed or staffing is reduced thereby affecting a part time employee's EFT, it is recognized that the employee shall receive an unpaid leave of absence unless the employee requests one of the following options:

- a) The employee(s) may request to use one (1) of their retained vacation days or banked overtime in accordance with Article 1401; or
- b) Notwithstanding Article 504 the employee may request to be scheduled for an alternate shift, subject to the availability of work and provided the employee is qualified to perform the required work. This alternate shift must be requested a minimum of two (2) weeks in advance of, and scheduled within, the posted shift schedule in which the General Holiday falls. It is understood that this rescheduled

shift will be payable at the employee's basic rate of pay.

**ARTICLE 6: SPECIAL PROVISIONS REGARDING
EMPLOYEES OCCUPYING MORE THAN ONE POSITION
WITHIN AN EMPLOYER**

- 601 Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position within the sites comprising the Employer. It is understood that at no time will the arrangement result in additional cost to the Employer. Where it is determined that it is not feasible for the employee to work in more than one position, the employee will have the option of assuming the position applied for and relinquishing their former position.
- 602 At no time shall the sum of the positions occupied exceed the equivalent of one (1.0) EFT. However it is agreed that daily hours within the two positions may be scheduled, to a maximum of twelve (12) hours in any one day, at the employee's regular rate of pay, with mutual agreement between the Employer, the employee and the Association. Notwithstanding the above, it is understood that an employee who works more than the equivalent of full-time hours in the rotation pattern shall be compensated for the excess hours in accordance Article 14.
- 603 Where the sum of the positions occupied equals one (1.0) EFT, the status of the employee will continue to be part-time, (i.e., status will not be converted to full-time), and the provisions of Article 6 will apply based on the

total of all active positions occupied, unless otherwise specified in this Article.

- 604 All salary-based benefits, e.g. Group Life, Pension, D & R, as applicable, will be combined and calculated on the basis of the total of all active position occupied.
- 605 All accrued seniority and benefits, (e.g. vacation, income protection, pre-retirement leave) shall be maintained and utilized on the basis of the total of all active positions occupied.
- 606 a) Requests for scheduling of vacation shall be submitted to each departmental/site supervisor/manager. Said requests will be considered by both departmental/site supervisor/manager and shall be granted in accordance with the provisions of Article 19, based on the employee's seniority within each work site.
- b) Requests for unpaid or paid leaves of absence shall be submitted to each department/site supervisor/manager, and shall be granted in accordance with the appropriate provisions of the Collective Agreement.
- 607 Employees taking on an additional position will be subject to a trial period in accordance with Article 11. If during the trial period, the applicant is found by the Employer to be unsatisfactory in their new position, they shall relinquish that position.
- 608 Where an approved arrangement is later found to be unworkable, the affected employee may be required to relinquish one of the positions occupied.

ARTICLE 7: OCCUPATIONAL CLASSIFICATIONS

701 Job Descriptions:

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. The brief descriptions listed in Appendix "A" are intended to illustrate the general terms under which positions are classified in this Agreement.

702 Copies of job descriptions shall be available to each employee and the Association upon request.

If it is determined that a job description does not exist, the Employer shall prepare and provide the job description to the employee and Association within ninety (90) days of initial request for the job description.

Where a job description has been altered or amended, the Employer shall provide the Association and the affected employee(s) with the updated job description within fourteen (14) calendar days.

703 **New Classifications:**

In the event that the Employer creates a new classification, or alters an existing classification, the job description, position title and salary scale for such classification shall be established by the Employer with written notice to the Association and affected employees.

- a) 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 salary scale shall be considered approved and shall form part of the Agreement.
- b) Where the Association objects to the **salary scale** for a new or altered classification established by the Employer, as referenced above, the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary scale within thirty (30) days. Failing such agreement, the matter shall be referred to arbitration in accordance with Article 28 (Arbitration).

The timeline specified above may be extended by the mutual agreement of the parties as confirmed in writing and requests for extension shall not be unreasonably denied.

- c) Any dispute as to whether a classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.

704 **Reclassification Request:**

- a) Where an employee believes that there has been a material or substantial change in their job **functions** since they were last classified, **the employee may apply, in writing, to their Manager to have their classification reviewed.**
- b) **The employee making the request will indicate the reason(s) why they believe their position is inappropriately classified.**
- c) The Employer will examine the duties of the employee, compare them with the job description. **The Manager shall advise the employee of the results of the classification review within ninety (90) days of receiving the request.**
- d) If the decision in c) is not satisfactory to the employee, they may **request that the matter be referred to the grievance process** as defined in Article 27 (**Grievance Procedure**).
- e) **Should an employee be re-classified to a higher classification, Article 1102 shall apply and retroactive payment shall be made back to the date of employee's submission.**
- f) **Should an employee be re-classified to a lower paid classification they shall continue to be paid their current basic salary until the rate for the new classification exceeds their current rate. This application of this provision shall be limited to three (3) years from the employee's submission of the classification review.**

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

The timelines specified above may be extended by the mutual agreement of the parties as confirmed in writing.

705 **Classification Review:**

Where there has been a change in organizational structure that significantly impacts roles, or when a classification requirement has been amended in a manner that alters the basis on which classification levels are differentiated, the Employer and the Association shall meet to review the classifications within ninety (90) calendar days of Employer notification.

The timelines specified above may be extended by the mutual agreement of the parties as confirmed in writing.

706 When a job description is being reviewed by the Employer, input may be solicited from employees incumbent in the job.

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 **facilities, sites**, affairs, and functions.

802 In administering this agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

ARTICLE 9: SALARIES

901 Salaries shall be paid to each employee in accordance with Schedules "A", "B" and "D" (where applicable) 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 date on which they last commenced employment with the Employer, except as per Article 904.

904 Increments will not be delayed due to a 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:

- **Less than 2015 hours (or one year of full time equivalent for the annual hours of work in the classification) placed on Start Rate**
- **2015 hours (or one year of full time equivalent for the annual hours of work in the classification) within past 4 years – placed on 1 Year Rate.**
- **4030 hours (or two (2) years of full time equivalent for the annual hours of work in the classification) within past 5 years – placed on 2 Year Rate.**
- **6045 hours (or three (3) years of full time equivalent for the annual hours of work in the classification) within past 6 years – placed on 3 Year Rate.**
- **8060 hours (or four (4) years of full time equivalent for the annual hours of work in the classification) within past 6 years – placed on 4 Year Rate.**
- **10075 hours (or five (5) years of full time equivalent for the annual hours of work in the classification) within past 7 years – placed on 5 Year Rate.**
- **12090 hours (or six (6) years of full time equivalent for the annual hours of work in the classification) within past 8 years – placed on 6 Year Rate.**

d) Starting salaries, as specified above, are to be regarded as minimum and shall not prevent the Employer from granting a higher starting salary to any employee, when, in the judgement of the Employer, additional experience or other qualifications so warrant it.

906 **An employee who has retired and returns to employment in any status after a period of no longer than six (6) months will receive the same placement of step on scale at the time of retirement, including long service steps. The Employer will confirm previous continuous service date for the sole purpose of eligibility for the fifteen (15), twenty (20), and twenty-five (25) year long service steps.**

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

908 Equivalent gross annual rates shall be calculated as follows:

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

909 a) A graduate of an approved school of the relevant classification and who has not attained their professional designation may, at the discretion of the Employer, be paid eight percent (8%) less than the approved classification rate as set out in Schedule "A" attached hereto. However, for a new graduate, upon attaining their professional designation, will be entitled to the classification rate upon providing proof of certification/licensure. Such rate will be effective the date proof of certification/licensure is provided.

b) Where registration/licensure is obtained later than six (6) months of commencing employment, the anniversary date for increment purposes shall be the date on which proof of registration/licensure is provided. Should the registration/licensure be

delayed due to extenuating circumstance the parties agree to review on a case by case basis.

- c) 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.

910 Should an error be made in an employee's pay which results in the loss of one (1) or more days regular pay in accordance with the relevant daily hours of work under Article 1201, the Employer agrees to issue a manual cheque or direct deposit as soon as possible after becoming aware of the error. If the error results in a loss of less than one (1) days regular pay in accordance with the relevant daily hours of work under Article 1201, the correction will be made on the next scheduled pay day.

911 **Long Service Steps**

Fifteen (15) Year Long Service Step:

a) Effective April 1, 2024, a Fifteen (15) Year Long Service Step equivalent to two percent (2%) above top of scale shall be added to Schedule "A".

b) Employees shall be eligible for the Fifteen (15) Year Long Service Step identified in Schedule "A" upon completion of:

- i. **Fifteen (15) or more years of continuous service in accordance with Article 206; and**
- ii. **The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.**

Twenty (20) Year Long Service Step:

a) Effective April 1, 2024, the Twenty (20) Year Long Service Step shall be equivalent to two percent (2%) above the Fifteen (15) Year Long Service Step.

b) Employees shall be eligible for the Twenty (20) Year Long Service Step identified in Schedule "A" upon completion of:

- i. Twenty (20) or more years of continuous service in accordance with Article 206; and**
- ii. The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.**

Twenty-Five (25) Year Long Service Step:

a) Effective April 1, 2024, a Twenty-Five (25) Year Long Service Step equivalent to three percent (3%) above the Twenty (20) Year Long Service Step shall be added to Schedule "A".

b) Employees shall be eligible for the Twenty-Five (25) Year Long Service Step identified in Schedule "A" upon completion of:

- i. Twenty-five (25) or more years of continuous service in accordance with Article 206; and**
- ii. The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.**

912 Northern Factor Adjustment

Effective April 1, 2024:

Five percent (5%) differential applied to positions sited above the 53rd parallel only.

Effective April 1, 2025 an additional:

Ten percent (10%) differential applied to positions sited above the 53rd parallel only.

ARTICLE 10: SENIORITY

- 1001 Subject to Article 206 (Continuous Service), seniority shall be defined as the total accumulated regular hours paid by the Employer from the last date the employee entered employment with the Employer. Seniority accumulated with an Employer prior to the date of signing of this Agreement shall be retained, unless otherwise agreed by the Association and the Employer.
- 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) year or less;
 - f) any period of Parenting Leave;
 - g) any period of approved unpaid leave of absence for Association purposes of up to one (1) year;
 - h) absence up to two (2) years under the Educational Deferred Salary Leave Plan.

- i) any period of unpaid leave of absence due to injury or illness which is 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.
- j) any period of unpaid leave for Public Office in accordance with Article 2405.
- k) **any period of leave not included above, as provided for in the Employment Standards Code up to two (2) years.**

1003 Seniority will be retained but will not continue to accrue during:

- a) unpaid leave of absence of more than four (4) weeks. It is understood that where an unpaid leave of absence exceeds four (4) weeks duration, seniority shall continue to accrue for the first four (4) weeks of the leave in accordance with Article 1002 c).
- b) absence on Workers' Compensation for more than (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;
- e) any period of unpaid leave of absence due to injury or illness which is compensable by MPI or D&R in excess of two (2) years from date of the first absence from work related to the injury or illness;
- f) any period when an employee accepts a temporary position with the Employer outside of the bargaining unit for a period of fifty-four (54) weeks or less.

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) accepts a permanent position with the Employer outside of the bargaining unit and completes the trial period.

ARTICLE 11: VACANCIES, TERM POSITIONS AND NEW POSITIONS

- 1101 **Every employee's employment shall be confirmed in writing by a Letter of Offer which shall include employment status (permanent/term, full-time/part-time/casual), Union group, classification, wage rate, vacation accrual rate, annual base hours (prorated based on EFT), and site(s)/designated base location.**
- 1102
 - 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 five (5%) percent above their former hourly rate.
 - b) An employee's anniversary date for the purpose of annual increment shall not be changed as a result of a promotion.
- 1103 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 Employer, the classification, job title, required qualifications, site(s)/base location, 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.

Should the Employer determine not to post a vacancy for a period greater than three (3) months, the Association shall be notified.

1104 An employee on any leave shall be considered for a posted vacancy provided that the employee submits an application in accordance with the Employers' job posting application procedures.

1105 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.

1106 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.

1107 **Timeline to release employees moving to a new position:**

In the case of an employee from the bargaining unit being awarded a position within an Employer, the transfer shall be carried out in accordance with Article 3701 unless otherwise mutually agreed between the employee and the Employer.

- 1108 An employee who applies for a posted vacancy with their Employer and who is unsuccessful shall be, upon written request, given the reasons in writing as soon as reasonably possible.
- 1109 **Upon request, the Association shall be provided in writing the name and score of the successful applicant and the other MAHCP candidates' score/result of the Vacancy Selection process within two (2) weeks of the request. It is understood that this information shall be kept in strict confidence by Association Representatives.**
- 1110 All promotions and voluntary transfers to a different department/base location or classification 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.
- 1111 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, employment status and step on scale including any increments or general increases that occurred during that period, and where reasonably possible, base location.
- 1112 A full-time or part-time employee, not applicable to a term employee, who accepts a term position with the same Employer, 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, and where reasonably possible, base location.

1113 No employee shall be promoted to a position outside the bargaining unit without their consent. This provision shall not be deemed to grant employees the right to refuse temporary assignments made in accordance with Article 23 (Responsibility Pay).

1114 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 with the Employer. 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.

ARTICLE 12: HOURS OF WORK

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

a) 1820 annual hours

seven (7) consecutive hours per day; an average of seventy (70) hours per bi-weekly period. OR

b) 1885 annual hours

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

c) 1950 annual hours

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

d) 2015 annual hours

seven and three-quarter ($7\frac{3}{4}$) consecutive hours per day, an average of seventy-seven and one-half ($77\frac{1}{2}$) hours per bi-weekly period. OR

e) 2080 annual hours

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

as is applicable to the classification.

1202 Regular hours of work shall be deemed to:

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

** The duration of rest periods shall continue by Employer as per existing practices. See MOU 47 Re: Article 12 - Breaks to identify where past practice provided for a rest period of twenty (20) minutes.*

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

*** The inclusion of a meal period being part of the regular hours of work shall continue by Employer as per existing practices. See MOU 47 Re: Article 12 - Breaks to identify where past practice provided the inclusion of a meal period.*

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

- 1203 An employee who is required to remain on duty or return to work during their meal period shall be paid at overtime rates for that entire meal period.

Remains on duty shall mean where the Employer requires an employee to be available to respond to emergent or urgent needs or is not approved to leave the facility during the meal period.

- 1204 Unless given seven (7) days prior notice, an employee whose shift is changed shall be paid at overtime rates for the first shift worked which varies from the posted schedule. Consultation shall occur with the employee prior to the shift change in an effort to accommodate the employee when reasonably possible.

- 1205 Employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift.

There shall be at least as great a number of day shifts assigned as there are evening or night shifts unless otherwise mutually agreed. This provision does not apply to employees who have agreed to work permanently on evening shift or night shift or who have accepted a position that has been posted as having a non-conforming shift pattern.

- 1206 Upon request, an employee who is required to commence or terminate their shift between 0001 hours and 0600 hours, and who does not have their own transportation, will have transportation provided by the Employer.

- 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 terms of this agreement.

- 1208 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.

- 1209 The changeover from Central Standard Time to Daylight Savings Time will be considered as full hours worked for that shift.

- 1210 **Where employees submit requests for banked general holidays, overtime, or unscheduled vacation in accordance with Article 1902, at least**

four (4) weeks in advance, the Employer shall notify the employee of their decision within two (2) weeks of receipt of request.

Such requests will be considered on their individual merits, which may include the operational needs of the department but shall not be unreasonably denied.

- 1211 Applicable to St. Boniface Hospital only:
Requests for specific scheduled days off shall be submitted in writing prior to posting of the schedule and will be accommodated if considered possible by the Employer.

ARTICLE 13: SHIFT SCHEDULES

- 1301 Shift schedules governing a **minimum** period of **six (6) weeks** shall be posted not less than **thirty (30) days** before the first day of the schedule. **There will be a normal repeating rotation of shifts to ensure consistent and predictable work hours for employees; however, the Employer may adjust the normal repeating rotation of shifts prior to posting the shift schedule to meet operational requirements including, but not limited to, vacation and General Holidays.**
- 1302 Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible. It is understood that any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.

- 1303 Except by mutual agreement between the Employer and a majority of the employees affected, shift schedules shall provide for:
- a) not less than fifteen (15) hours off between shifts;
 - b) not less than eight (8) days off in any two (2) consecutive pay periods;
 - c) **a maximum of seven (7) consecutive days of work and preferably less between days off. It is understood that eight (8) consecutive days of work may be assigned for the purpose of meeting the requirements of scheduling General Holidays.**

Pharmacists:

- d) not more than eight (8) consecutive working days and whenever possible, seven (7) or less.
- 1304 The Employer shall endeavour to schedule employees to work not more than one (1) weekend in every four (4). **When this is not feasible, the Employer shall schedule a minimum of fifty percent (50%) of weekends off with a maximum of two (2) weekends worked between weekends off.**
- 1305 Whenever reasonably possible, days off shall be granted consecutively.
- 1306 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 **repeating** 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 (7) 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. **Employees will be provided a reasonable time to submit feedback. Should the proposed schedule be revised during this time, a copy shall be provided to the Association to ensure contract compliance.**

The Employer has the sole discretion to implement the new schedule, and a written explanation shall be sent to the Association **in cases where the alternate proposals are not implemented.**

Where the majority of affected employees do not agree with the new schedule, and 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.

- 1307 Self-Scheduling and/or Flex-Time Provisions:
Article 12 (Hours of Work) and Article 13 (Shift Schedules) shall not preclude the implementation of self-scheduling and/or flex-time by mutual agreement between the Association and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this agreement.

ARTICLE 14: OVERTIME

- 1401 a) Overtime shall mean any authorized time worked in excess of regular hours established under Article 12 (Hours of Work).

- b) An employee will not be eligible to work overtime if they are on any type of requested time off such as vacation or banked overtime until all reasonable efforts to contact other staff have been made as per Article 1402.

1402 The Employer shall designate the manner in which overtime is to be authorized. Shifts shall be distributed (offered) as equitably as reasonably possible among employees who have declared their availability. It is recognized that seniority will be a prioritizing factor in determining an equitable distribution. Employees who make it known to the Employer in writing that they are available to work overtime on the following basis;

- i) First, among employees of each department/base location where the shift is available who meet the provisions above, and who have requested additional shifts.
- ii) Second, among those employees within that site, who meet the provisions above, and who have requested additional shifts;
- iii) Third, among those employees from other sites comprising the Employer who meet the provisions above and who have requested additional shifts.

Where a past practice exists which suits the needs of a particular unit / department / program, the Employer shall endeavor to maintain that practice. Any alternate process developed by the Employer shall be transparent and clearly communicated to employees and the Association.

1403 An employee shall not be required to alter their scheduled hours of work to offset any overtime worked.

- 1404 There will be no payment for occasional overtime or deduction for occasional tardiness of less than fifteen (15) minutes a day.

There will be no payment for occasional overtime periods of less than fifteen (15) minutes per day.

- 1405 Overtime rates shall be:
- a) Two (2) times the basic rate of pay for all authorized overtime in any one (1) day;
 - b) Two (2) times the basic rate of pay for the additional shift where the employee works two consecutive shifts;
 - c) Two and one-half (2 ½) times the basic rate of pay for **all authorized overtime** on a general holiday;
 - d) One (1) times the basic rate of pay for the time worked when an employee is required to work during a paid rest period or paid meal period;
 - e) Two (2) times the basic rate of pay for the time worked when an employee is required to work during an unpaid meal period.

- 1406 Article 1405 b) will be interpreted on the following basis:
- a) Two consecutive shifts shall be deemed to occur when staff work to the regular stop time of the second shift and where:
 - i) The two shifts overlap (stop time and start time) by seventy-five (75) minutes or less;
 - ii) The two shifts are continuous (no overlap or gap); or,
 - iii) The two shifts have a gap (between end time and start time) of forty-five (45) minutes or less.
 - b) For periods of overlap, staff shall not get the period of overlap paid twice. The rate of payment for the period of overlap shall be calculated based on time

worked as part of the regularly scheduled shift. For clarification Article 1209 does not have application related to this Agreement.

- c) The parties have agreed that the ability to work the entirety of the additional shift as well as the rate of pay/overtime attributable to the additional shift are relevant factors for consideration by management when distributing additional available shifts.

1407 a) If mutually agreed upon, an employee may be granted paid time off equivalent to and in lieu of the overtime payment to which they would otherwise be entitled.

- b) Overtime may be accumulated to a maximum of eighty (80) hours at any one time. Any overtime in excess of eighty (80) hours shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March 31st of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the employee in the last pay period of the fiscal year on a separate cheque without a surcharge.

Applicable to Churchill Only:

- a) The Employer reserves the right to withdraw its agreement as to the date(s) to be taken should emergency situations so dictate. Any changes initiated by the Employer which would result in financial loss to the employee due to confirmed travel or vacation arrangements shall be avoided.

The employee may, at any time, request to have any portion of banked time paid out. Any change initiated by the employee which would result in increased

cost to the Employer due to alternate staffing arrangements shall be avoided.

- 1408 An employee performing overtime without advance notice for a period in excess of two (2) hours immediately following their shift shall be supplied with a meal or, in the absence of being supplied with a meal, shall be paid a non-cumulative payment of **twelve dollars (\$12.00) effective the date of ratification** for a meal.
- 1409 For purposes of determining overtime entitlement, all paid leave shall be considered as hours worked.
- 1410 No employee shall be required to work overtime against their wishes when other employees who are capable and qualified to perform the duties are willing and available to perform the required work.
- 1411 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.
- 1412 When an employee is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the following shall apply:
- a) **An employee who is placed on standby shall, in addition to standby premium, be paid at the applicable overtime rates for all time spent on any telephone calls received. In any event the employee shall be guaranteed a minimum of fifteen (15) minutes compensation at the aforementioned rate per call. Accumulated time**

spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher fifteen (15) minute interval.

- b) An employee designated by the Employer but not on standby shall be paid at the applicable overtime rates for all time spent on any telephone calls received. In any event the employee shall be guaranteed a minimum of fifteen (15) minutes compensation at the aforementioned rate per call. Accepting any such calls and/or processing such electronic communications when not receiving the standby premium shall be at the discretion of the employee. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher fifteen (15) minute interval.**
- c) For purposes of calculation as per (a) and (b) above, time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
- d) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.
- e) Telephone consultations may occur during a standby or non-standby period.
- f) Where the employee is authorized to handle bona fide work-related matters through electronic means, including email, without returning to the workplace,

the employee shall be compensated in the same manner as a telephone consultation.

g) Telephone consultations, or matters handled through electronic means shall not constitute a call back to work.

1413 Overtime worked as a result of the changeover from Daylight Saving Time to Central Standard Time shall be deemed to be authorized overtime.

1414 Where the Employer requires any employee to instruct courses outside of working hours, the employee shall be compensated at overtime rates, where applicable, or granted equivalent time off.

1415 No employee shall work more than a total of sixteen (16) consecutive hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period, unless otherwise mutually agreed between the employee and Employer.

ARTICLE 15: STANDBY AND CALLBACKS

1501 Standby is that time duly authorized by the Employer during which an employee is required to be immediately available by telephone or other contact and may be required to return to work without undue delay.

1502 Standby shall be assigned and scheduled in accordance with the provisions of Article 1301 whenever reasonably possible.

- 1503 a) An employee designated by the Employer to be on standby shall be paid an allowance of two (2) hours basic pay for each eight (8) hour period or portion thereof.
- b) An employee who is scheduled to be on standby following a shift, and who is authorized to work overtime immediately contiguous to their shift, shall not have their standby allowance in a) above pro-rated to offset any overtime worked.
- 1504 **Where the Employer introduces standby/callback into a department where it did not previously exist, and where the employee does not have and is unable to find suitable accommodations, the Employer will discuss the ability to provide a suitable accommodation for scheduled standby shifts.**
- 1505 An employee returning to work on a callback outside of their scheduled working hours shall be paid at overtime rates for not less than three (3) hours for each such callback.
- 1506 a) A callback is a callback to return to work and not to work for a particular patient. A callback is defined as a callback to return to the place of work received by an employee during the period between completion of regularly scheduled hours of work and subsequent starting time. A callback shall be calculated from the time the employee arrives at their place of work until the employee leaves the department. **A callback shall conclude when all emergent work has been completed.**

b) When an employee returning on a callback who is on route and the callback is cancelled, that employee shall be paid for not less than one (1) hour at straight time rates.

1507 The Employer shall provide suitable parking facilities for employees who are required to return to the work site on a callback.

1508 Applicable to St. Boniface Hospital employees only:
When an employee is called in more than once during the twelve (12) hours immediately preceding their next scheduled shift, or works two (2) or more of the four (4) hours immediately preceding their next scheduled shift, that next scheduled shift shall become a paid day of rest at the employee's regular rate of pay in addition to straight time pay for hours worked.

Applicable to Seven Oaks Hospital employees only:
An employee called in to work more than once during the twelve (12) hours, or who works more than four (4) of the eight (8) hours immediately preceding their next scheduled shift shall, at the employee's option, receive a minimum eight (8) hour rest period.

1509 a) An employee called in to escort a patient when they are not on standby or provided they do not qualify for pay at overtime rates in accordance with Article 14, shall be paid for all time involved with the patient assignment including travel time required to return to the facility, subject to a minimum guarantee of three (3) hours pay at regular rates of pay. All hours worked in excess of the regular hours in accordance with Article 1201 shall be paid in accordance with Article 14.

- b) When an employee is required to escort a patient while on a scheduled shift, overtime rates of pay will apply in accordance with Article 14 for all hours worked in excess of the scheduled shift length (i.e. 7.75 hours, 11.625 hours).
- c) A full-time or part-time employee scheduled or called in for escort duty when they are not on standby whose escort duty is cancelled, shall be paid or assigned work for a period of three (3) hours.

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

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

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

For each portion of a twenty-four (24) hour period that the employee is awaiting return travel or travelling to return to the facility, the employee will be paid the greater of hours worked plus actual hours in travel status (or overtime in accordance with Article 14) or a prorated shift based on the portion of the twenty-four (24) hour period away.

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

- 1510 An employee going out on escort duty will not suffer any loss in basic salary as a result of missing any portion of a scheduled shift. Therefore, an employee who is unable to return from escort duty in time to work a scheduled shift or portion thereof shall be paid for the missed hours at their basic salary. Where an employee misses only a portion of their scheduled shift while on escort duty, they will be expected to work the remainder of their shift.
- 1511 An employee required for escort duty on a General Holiday shall be paid in accordance with Article 22, and Article 14 if applicable, for all time involved with the patient assignment including travel time required to return to the facility.
- 1512 An employee on escort duty out of province/ country shall be provided with a travel advance for all anticipated travel expenses (transportation, meals, accommodation) before commencing escort duty, unless the employee chooses to make alternate arrangements.
- 1513 An employee on escort duty within the province shall be provided with a ten-dollar (\$10.00) meal advance at the commencement of escort duty for each five (5) hour period of anticipated escort duty, unless the

employee chooses to make alternate arrangements. A subsequent travel/ expense claim will be submitted in accordance with the Employer travel policy.

ARTICLE 16: EMERGENCY / DISASTER

- 1601 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), **or major health alert such as a possible pandemic occurrence**, declared by the Senior Administrative Officer or designate as determined by the Employer, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement.
- b) Compensation for unusual working conditions related to such emergency will be determined **as soon as practicable** 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 14 shall apply to overtime hours worked.
- c) 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 14.

ARTICLE 17: TRAVEL EXPENSES

- 1701 a) An employee other than an employee who is required by the Employer to use a personal motor vehicle as a condition of employment, who is required to return to work on a callback or otherwise travel locally on behalf of the Employer shall be reimbursed for return taxi fare/rideshare fee, or reimbursed in accordance with the Province of Manitoba mileage rates for use of a personal motor vehicle, subject to a minimum mileage payment of **six** dollars (**\$6.00**) return.

Applicable to Clinic Community Health, Nor'West Co-op Community Health, and Sexuality Education Resource Centre Manitoba only:

Where employees are required, on a regular basis, to use their own personal vehicle during the course of their duties, for Employer business which has been pre-authorized by the Employer, to travel to meetings and appointments within the community area, often within a few kilometers or less, the parties agree that the minimum payment per trip shall not apply.

b) Travel Expenses

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

- i) The Employer shall reimburse the employee for all business related parking.
- ii) When traveling on authorized Employer business, the Employer shall reimburse employees in accordance with the prevailing

Province of Manitoba mileage rates, subject to a minimum payment of:

South of 53rd - **seven** dollars (\$**7.00**) for a return trip or **three dollars and fifty cents** (\$**3.50**) for a one way trip;

North of 53rd - **nine** dollars (\$**9.00**) for a return trip or **four dollars and fifty cents** (\$**4.50**) for a one way trip.

The Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

MAHCP employees in the Home Care Program site will be reimbursed in accordance with Government of Canada mileage rates, effective January 1, 2025.

iii) “Travel Status” means absence of the employee from the employee’s base location on Employer-approved business involving travel and accommodation.

iv) 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:

Breakfast	Lunch	Dinner	Per Diem
South of 53 rd			
\$8.64	\$10.84	\$18.37	\$37.85

North of 53rd

\$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.

Unless otherwise mutually agreed between the Employer and the employee, it is understood that employees are only eligible to claim a per diem meal expense where a meal is not provided by the Employer or included as part of Employer paid accommodations.

An employee who is in travel status may claim an incidentals allowance of **fifteen** dollars (\$**15.00**) for each night. The incidentals allowance covers reimbursement for all incidental expenses.

When the Province of Manitoba meal allowance rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial rate adjustment.

- 1702 Where an employee is required to travel outside of the employee's work site on Employer business, such employee shall receive compensatory leave at straight time for hours in excess of normal work hours.
- 1703 For Churchill Health Centre only
The Employer shall either provide transportation or reimburse transportation costs to employees called back to work in an emergency.

ARTICLE 18: PREMIUMS

- 1801 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 and twenty-five cents (\$2.25) per hour** effective the date of ratification 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 seventy-five cents (\$3.75) per hour** effective the date of ratification for that entire shift.
- 1802 A weekend premium of **five dollars and seventy-five cents (\$5.75) per hour effective date of ratification** shall be paid to an employee **for all hours actually worked between 1800 hours and 2400 hours on the Friday, all shifts worked on Saturday and Sunday, and for all hours actually worked between 0001 hours and 0730 hours on the Monday.**

- 1803 Shift premium shall not be payable when an employee is on leave of absence, sick time, Recognized Holiday, paid vacation and Workers' Compensation unless the employee works a permanent evening or night shift.

Shift premiums shall be payable only for hours actually worked on a callback.

ARTICLE 19: ANNUAL VACATION

- 1901 The vacation year for each Employer shall remain status quo pursuant to MOU 37 Re: Article 19 – Annual Vacation. 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.

- 1902 The whole of the calendar year shall be available for vacations to be taken; however, vacation earned in any vacation year is to be taken the following vacation year, unless otherwise mutually agreed between the employee and the Employer.

Carry over **of up** to three (3) retained vacation days will be allowed subject to a written request being received by the appropriate manager **by November 15th of each year in accordance with Article 1910.** Such days shall be paid out if not taken by the end of the vacation year to which they were carried over.

- 1903 Terminal vacation pay shall be calculated in accordance with Article 1904 and shall be based on the employee's rate of pay on the date of termination.

- 1904 a) Employees shall be entitled to paid vacation, calculated on the basis of vacation earned at the following rates:

- i) Fifteen (15) working days per year commencing in first (1st) year of employment
- ii) Twenty (20) working days per year commencing in fourth (4th) year of employment
- iii) Twenty-five (25) working days per year commencing in **tenth (10th)** year of employment
- iv) Thirty (30) working days per year commencing in **twentieth (20th)** year of employment

b) Applicable for employees sited above the 53rd parallel only:

- i) Twenty (20) working days per year commencing in first (1st) year of employment
- ii) Twenty-five (25) working days per year commencing in fourth (4th) year of employment
- iii) Thirty (30) working days per year commencing in **tenth (10th)** year of employment
- iv) Thirty-five (35) working days per year commencing in **twentieth (20th)** year of employment

Two (2) additional travel days [five (5) for Churchill sited employees] will be granted each year

- c) Vacation entitlement for the vacation year following completion of the third (3rd), **ninth (9th)** and **nineteenth (19th)** years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

1905 An additional five (5) days of 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.

1906 An employee who has not completed one (1) year's continuous employment at the end of the previous vacation year shall be granted a pro-rata vacation.

1907 **The Employer shall post vacation thresholds for each department no later than the time vacation entitlement lists are posted.**

1908 a) The Employer shall post vacation entitlements not later than **eight (8) weeks** prior to the start of the vacation year, and employees **are encouraged to** express their preference to utilize their vacation entitlement, in accordance with Article 1902.

b) **Beginning no later than six (6) weeks prior to the start of the vacation year, the Employer shall arrange a vacation selection time for each employee, in order of seniority, so that the employee may indicate their choice of vacation dates, in writing. The selected/approved vacation schedule shall be updated on an ongoing basis and shall be posted daily in an accessible location. Once an employee's vacation selection has been approved, it shall not be changed unless by mutual agreement and without displacing the request of another employee. All selections must be completed and posted no later than**

one (1) week prior to the start of the vacation year.

- c) An employee who does not indicate their choice of vacation at their vacation selection time may request vacation following the completion of the annual vacation selection period. Approval of such requests will be subject to operational requirements.**

- 1909 The Employer will post an approved vacation schedule not later than one (1) day before the start of the next vacation year, 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.

- 1910 Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by November 15th of each year.**

- a) The Employer shall post a notice, no later than November 1st of each year, indicating the need for employees to request the scheduling of their remaining vacation.**

- b) Employees will have the opportunity to schedule the remaining vacation or submit a proposed plan to use the vacation days.**

- c) The Employer will give due consideration to employee preference and individual**

circumstances. Where a conflict exists between employee preferences, the employee with the most seniority shall be assigned the vacation period in dispute.

d) The requests made during the initial selection period in Article 1908 shall take precedence and shall not be altered by these requests.

e) Any vacation time not scheduled by November 15th, or accounted for in the plan in b), may be scheduled by the Employer in consultation with the employee by no later than November 30th.

f) In accordance with Article 1909, vacation 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.

1911 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.

For unpaid leaves of absence that exceed four (4) weeks, vacation shall accrue for the first four (4) weeks.

1912 Employees on Workers Compensation **or MPI (as a result of a motor vehicle accident while on duty)** 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.

1913 Unless otherwise specified elsewhere in the Collective Agreement, all accrued vacation not taken during the

vacation year shall be paid out at the end of the vacation year.

ARTICLE 20: INCOME PROTECTION

2001 An employee who is absent due to illness or injury which is not eligible for compensation by either the Workers' Compensation Board subject to 2012 a) or by Manitoba Public Insurance (MPI) as a result of a motor vehicle accident subject to 2012 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.

2002 A full-time employee shall accumulate income protection credits at the rate of one and one-quarter (1.25) days per month.

Of each day and a quarter (1.25) of income protection credits earned, one (1.0) day* (80%) shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining one quarter (0.25) of a day* (20%) shall be reserved for either the employee's use or for use in the event of family illness as specified in Article 2005. 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 percent (80%) of the balance will be reserved for the employee's personal use.
- Twenty percent (20%) 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 Article 2005.

Effective April 1, 2027:

A full-time employee shall accumulate income protection credits at the rate of **one and one-half (1.5)** days per month.

Of each day and a **half (1.5)** of income protection credits earned, **one point two (1.2) days*** (80%) shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining **point three (0.3)** of a day* (20%) shall be reserved for either the employee's use or for use in the event of family illness as specified in Article 2005. 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 **point two (1.2) days**" to read "**point nine (0.9)** of a day" and amend "**point three (0.3)** of a day" to read "**point six (0.6)** of a day".

- Eighty percent (80%) of the balance will be reserved for the employee's personal use.
- Twenty percent (20%) 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 Article 2005.

2003 At the effective date of this Agreement, each employee will retain income protection benefits accumulated and not used to that date.

2004 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.

2005 Subject to the provisions of Article 2002, an employee may use income protection for the purpose of providing care in the event of an illness of a spouse, child, parent, mother-in-law, or father-in-law **or where the employee is the primary caregiver.**

2006 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) hour
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Prior to evening shift	three (3) hours
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Prior to night shift	three (3) hours
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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.

2007 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 **five (5) days.**

2008 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 physician, dentist, chiropractor, physiotherapist, or other recognized medical therapist recommended by a physician. Time off for medical and dental examinations and/or treatments, may be granted and such time off including necessary travel time, shall be chargeable against accumulated income protection benefits. It is understood that employees should attempt to schedule these appointments on time off.

The time utilized for such appointments shall be deducted from accumulated income protection to the nearest one-quarter hour.

Not applicable for employees sited above the 53rd parallel:

When non local resources are utilized, a maximum of one (1) day may be claimed from income protection.

2009 Where an employee qualifies for sick leave involving hospitalization or bereavement leave for immediate family only (spouse/common law spouse, child or parent; does not include stepchildren, spouse / common law spouse's parents or grandparents), 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.

2010 **Not applicable to grand parented employees from Nine Circles Community Health Centre (see MOU**

#115) and Sexuality Education Resource Centre (see MOU #103).

Effective date of ratification:

Personal Wellness Leave (PWL)

Personal Wellness Leave (PWL) is designated time off that an employee can use to support their physical and mental wellness.

An employee may utilize up to two (2) days from their accumulated income protection credits in each fiscal year to be used for PWL. The use of PWL cannot reduce the number of income protection credits to less than twelve (12) days.

The utilization of PWL is subject to the following:

- a) the leave shall be for personal physical or mental wellness,**
- b) the two (2) days of leave can be used consecutively, but shall not be used contiguous with a vacation leave, and**
- c) these two (2) days are not carried forward fiscal year to fiscal year.**

The employee shall request PWL at minimum twenty-four (24) hours in advance and no more than seventy-two (72) hours in advance. Subject to operational requirements the request for PWL shall not be unreasonably denied.

PWL is intended to support physical and mental wellness and these days will not be used by the Employer for the purpose of any Attendance

Management program that may relate to the employee.

- 2011 Within five (5) business days, the Employer will provide each employee with a statement of accumulated income protection credits upon request.
- 2012 Part-time employees shall accumulate income protection credits on a pro rata basis.
- 2013 a) Income Protection and Workers Compensation (WCB)

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.

*** Note: Benefit plans other than HEB may have different elimination periods. See Article 2015.*

b) Income Protection and Manitoba Public Insurance (MPI)

- i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident the employee must advise their supervisor as soon as possible and the employee must submit a claim for benefits to Manitoba Public Insurance. Failure to do so shall disentitle the employee 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 203 (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.

*** Note: Benefit plans other than HEB may have different elimination periods. See Article 2015.*

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 203 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.

*** Note: Benefit plans other than HEB may have different elimination periods. See Article 2015.*

2014 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.

2015 Applicable to all except as noted below:
It is understood that the elimination period for the HEB 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.

Former Civil Service grandparented employees only:
It is understood that the elimination period for the Long Term Disability Plan is the greater of one hundred and twenty (120) calendar days or the exhausting of the employee's income protection Bank to a maximum of two-hundred and eight (208) working days.

Riverview Health Centre employees only:
The parties acknowledge the incorporation of Riverview Health Centre as a separate legal entity, with ties to City of Winnipeg for Benefits purposes. Employees presently enrolled in any Long Term

Disability Income Continuance plans and any group life insurance plans shall continue to receive such coverage as provided.

- 2016 An employee may utilize up to five (5) days income protection credits before or after the Employment Insurance Maternity Benefit period. This clause is only applicable to an employee who has completed six (6) months continuous employment with the Centre and who does not meet the requirements of Article 2502.
- 2017 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.
- 2018 Income protection cannot be claimed for any additional shift that was picked up at overtime rates.
- 2019 For informational purposes only, the Employer agrees to provide the Association with a copy of any **amendments** to current policies regarding income protection utilization within thirty (30) days **of the amendment**.
- 2020 As soon as an employee is aware of a date upon which their scheduled surgery will occur, they shall notify the Employer, in writing, of this date and any change thereto so that staff coverage for their intended absence may be arranged.
Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing to cover the

anticipated absence, the Employer shall have the right to cancel the relief shifts.

These relief shifts shall be clearly identified as being subject to forty-eight (48) hours notice of cancellation.

- 2021 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

ARTICLE 21: BEREAVEMENT LEAVE

- 2101 An employee who is or will be absent on bereavement leave shall notify their supervisor at the earliest possible opportunity.
- 2102 Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of the death of a 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. Unless other arrangements have been made with the Employer, such days may be taken only in the period which extends from the date of notification of death up to and including the day following the internment, funeral or initial memorial service or four (4) calendar days following the death, whichever is greater.

One (1) bereavement leave day may be retained for use in the case where actual interment, cremation, funeral or initial memorial service is at a later date.

2103 Bereavement leave of up to four (4) working days without loss of pay as identified in Article 2102 above, shall be granted in the event that:

**a) an employee experiences a loss of pregnancy; or
b) another person experiences a loss of pregnancy and the employee:**

**i. is the person's spouse or common-law partner,
ii. is the person's former spouse or common-law partner and would have been a biological parent of the child born as a result of the pregnancy.**

2104 Where travel in excess of two hundred (200) km. (one way travel) is required, bereavement leave, in accordance with Article 2102, shall be extended by up to two (2) additional working days when required.

2105 Provided the employee has not received bereavement leave in accordance with Article 2102 above:

a) Necessary time off up to one (1) day without loss of pay shall be granted an employee to attend an internment, funeral or initial memorial service as a pallbearer.

Applicable to all except as noted below:

b) Subject to operational requirements, every reasonable effort shall be made to grant leave of absence without loss of pay of up to one (1) day to an employee to attend an internment, funeral or initial memorial service as a mourner.

Applicable to St. Boniface Hospital, Victoria General Hospital and Victoria General Hospital Pharmacy only:

c) Necessary time off up to one (1) day at basic **rate of pay** without loss of pay shall be granted an employee to attend an internment, funeral or initial memorial service as a mourner.

Notwithstanding the above, where multiple requests are received to attend the same internment, funeral or initial memorial service, operational requirements will be a factor in the granting of time off.

ARTICLE 22: GENERAL HOLIDAYS

2201 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 (January 1st)
Louis Riel Day (la journee Louis Riel)
Good Friday
Easter Monday
Victoria Day
Canada Day (July 1st)
Terry Fox Day (la journee Terry Fox)
Labour Day
Truth and Reconciliation Day
Thanksgiving Day
Remembrance Day (November 11th)
Christmas Day (December 25th)
Boxing Day (December 26th)

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

For SERC only:

The following Statutory holidays will be observed by all employees:

Canadian New Year's Day
Jour de Louis Riel Day
Good Friday
Victoria Day
Canada Day (July 1st)
Labour Day
Truth and Reconciliation Day
Thanksgiving Day
Remembrance Day
Christmas Day

Each staff member may select three (3) additional non-statutory holidays from the following:

National **Indigenous** Day (June 21st)
August Civic Holiday
Boxing Day
Vietnamese New Year
Chinese Ancestor Day
Chinese Mid Autumn Festival
Yom Kippur
Rosh Hashanah
Christmas Eve
Ukrainian Christmas
Chinese New Year
Cambodian New Year
Easter Monday
International Women's Day
Vietnamese Ancestor Day

2202 Applicable to the following only:

- Employees sited at Churchill Health Centre

- Employee employed in the Home Care, Primary Care, Public Health and Continuing Care programs
- Employees of former AFM
- Employees of former MGEU 220
- Employees employed by Centre De Sante
- Employees employed by Southeast Personal Care Home
- Employees employed by Riverview Health Centre.

a) Where there is a past practice, 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.

b) Notwithstanding the above, where the Employer requires an employee to work a regular workday on December 24th falling on Monday through Friday, the employee shall receive one-half ($\frac{1}{2}$) day of compensatory leave with pay up to a maximum of four (4) hours

2203 Applicable to all except as noted below:

An employee scheduled and required to work on any General Holiday shall be paid one and one-half ($1 \frac{1}{2}X$) 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.

Applicable to St. Boniface Hospital only:

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. If a compensating day of rest is not granted as required, then the employee shall be paid two and one half (2 ½X) times their regular basic salary in lieu in such day of rest.

- 2204 Employees shall be allowed to bank up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer.
- 2205 The Employer will ensure that all employees are scheduled to 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, and consecutive with days off.
- 2206 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.

However, when the full-time employee has already received an alternate day off with basic pay for the general holiday, they shall be paid from income protection credits for that day at their basic rate of pay.

2207 Applicable to all except as noted below:
The Employer agrees to distribute time off as equitably as possible over Christmas and New Years endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Years Day.

Applicable to employees employed at Victoria General Hospital, St. Boniface Hospital, Concordia Hospital and Seven Oaks General Hospitals only:

An employee required to work on either Christmas day or New Years day shall receive not less than three (3) consecutive days off incorporating the other of those holidays.

2208 **Religious/Cultural Observance:**

a) **The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill their religious/cultural obligations.**

b) **Employees may, in accordance with the provisions of this agreement, request vacation retained under Article 1902, banked compensatory leave, leave without pay or a shift exchange (in the case of a shift worker) in order to fulfill their religious/cultural obligations.**

c) **An employee who intends to request time off as per b) above must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.**

ARTICLE 23: RESPONSIBILITY PAY

2301 An employee temporarily assigned to perform substantial duties and responsibilities of a higher salary classification for at least one (1) entire shift 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.

2302 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.

2303 Applicable to employees employed by Concordia Hospital and Seven Oaks Hospital only:

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

This clause shall not be applicable to a call back.

ARTICLE 24: LEAVE OF ABSENCE

2401 Except in emergencies all requests for a 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, unless otherwise provided for elsewhere in this Article.

Such requests will be considered on their individual merits, which may include the operational needs of the department but shall not be unreasonably denied.

The Employer shall notify the employee of their decision in writing, within two (2) weeks of receipt of the request.

2402 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.

2403 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 14.

2404 Citizenship Ceremony

An employee shall be granted paid leave for the necessary time off to attend their citizenship ceremony to receive their certificate of citizenship to become a Canadian Citizen up to a maximum of one (1) day. The employee shall notify the Employer a minimum of seven (7) days prior to the date the leave is required.

2405 Leave for Public Office

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 a federal, provincial or municipal election. An employee who is elected to public office shall be granted leave of absence without pay for the term of their office.

2406 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.

Unless provided for otherwise in this agreement, employees will receive accrued seniority and benefits during the first four (4) weeks of a leave of absence when a leave of absence is longer than four (4) weeks.

2407 Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.

2408 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 3003.

- 2409 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.
- 2410 An employee on Leave of Absence up to two (2) years shall have the right to return to their former classification. The Employer shall make every reasonable effort to assure that an employee granted a leave of absence up to one (1) year (80 weeks for maternity/parental leave) is returned to the same position. In the event that the employee's position no longer exists the employee shall be entitled to exercise their seniority as per Article 33.
- 2411 Consistent with the operational needs of the Department, every effort will be made to accommodate reasonable requests for part-time leave of absence. A part-time leave shall mean a leave of absence which is granted to an employee which results in them being absent from work for a portion of their normal schedule, on a regular recurring basis over a defined period of time.

Where an employee has requested and been granted a part-time leave of absence, they will be entitled to accrual of vacation, income protection credits, pre-retirement leave, and General Holiday pay on a pro-rata basis.

2412 The Employer shall grant a military leave without pay to an employee to fulfill their obligations in the Reserves, subject to the provisions of Article 2401 and 2402.

2413 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) calendar days of employment with the Employer 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 twenty-eight (28) weeks, which must end no later than fifty-two (52) 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:
 - ii) the day the certificate is issued; or

- iii) if the leave was begun before the certificate was issued, the day the leave began; and
- iv) 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.

For certainty, a leave may be taken after the end of the twenty-six (26) week period as set out in the physician's or nurse practitioner's certificate, and no additional certificate is required.

(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 of the employee's spouse or common-law partner 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 twenty-eight (28) 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 2002 the employee may apply to utilize income protection credits to cover part or all of the Employment Insurance waiting period provided that it isn't greater than two (2) weeks.

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 2102.

2414 The Employment Standards Code provides leaves of absence to allow employees time to deal with certain events in their lives. The following leaves are available in addition to Bereavement Leave outlined in Article 21, Compassionate Care Leave outlined in Article 2413 and Citizenship Ceremony outlined in Article 2404:

**Bereavement Leave (Employment Standards)
Family Leave**

**Interpersonal Violence Leave
Leave for Reservists
Long-Term Leave for Serious Injury or Illness
Leave Related to the Death or Disappearance of a Child
Leave for Organ Donation
Leave related to Critical Illness
Public Health Emergency Leave**

All leaves have specific requirements that must be met for an employee to be able to take the leave.

The Employer and Association are committed to assisting employees navigate the Employment Standards Code requirements. Income support may be available through the federal government via Service Canada.

<https://www.gov.mb.ca/labour/standards/category,leaves,factsheet.html>

2415 An employee who qualifies for and is granted an unpaid leave of absence related to critical illness of a family member in accordance with the *Employment Standards Code* (Manitoba), as may be amended from time to time, may qualify for income support through Service Canada.

2416 Career Development

a) The Employer and the Association mutually recognize that additional and continuing education of employees is desirable as a means of enhancing patient/resident/client care and improving the effectiveness of employee performance.

- b) Leave of absence with or without pay may be granted for educational programs approved by the Employer subject to the following conditions:
 - i) Leave with salary may, at the discretion of the Employer, be granted to employees who apply for leave to take an educational course recognized by the Employer, in order to perform current or anticipated duties more effectively.
 - ii) Application shall be made in writing to the Employer, including a description of the course or courses to be taken; and the duration of leave applied for, subject to the terms of this Article.
 - iii) When an employee qualifies for leave with salary in accordance with i) above, they shall be paid such portion of their salary not exceeding ten percent (10%) thereof for each full year of service to a maximum of seventy-five percent (75%) of full salary.
 - iv) Educational leave of over one (1) year is subject to annual review.
- 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 thereto.
- d) During the life of this Agreement, the Employer will attempt to provide the equivalent of five (5) days of in-service education for each employee, during the regular working hours.
- e) Where an employee is required to prepare presentations on behalf of the Employer for any conference, workshop or seminar, all pre-

authorized time spent by the employee on preparing such presentations shall be considered to be time worked.

- f) If an employee takes a course outside of working hours, and if before the employee takes the course, their supervisor indicates the course is relevant to their employment and has approved the course for reimbursement, the employer will reimburse the employee for the tuition fee to a limit of **three hundred dollars (\$300)** per course upon successful completion of the course, up to a maximum of **six hundred dollars (\$600)** per fiscal year. Proof of successful completion will be required.

2417 If the Employer requires attendance at any meeting, conference, training, workshop, seminar, course or program outside of working hours, the employee shall be compensated at straight time rates or granted equivalent time off and shall be reimbursed for all reasonable expenses related thereto.

2418 An employee shall be entitled to a leave of absence without pay, subject to operational requirements, to write an examination to upgrade their skills relevant to their employment.

2419 Leave for purposes such as serious personal loss due to fire, flood, or theft, may be granted at the Employer's discretion.

ARTICLE 25: PARENTING LEAVE

2501 Parenting Leave

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Adoption Leave.

2502 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 the employee's health is incompatible with the requirements of their job, and such time shall be in addition to the leave the employee is otherwise entitled to under this Article.

Plan A:

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

- a) have completed six (6) continuous months of employment with the Employer;
- b) submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified in the application as the intended day on which the leave is to commence;
- c) provide the Employer with a certificate of a duly qualified medical practitioner certifying pregnancy and specifying the estimated date of delivery.

2502 An employee who qualifies is entitled to and shall be
(02) 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 Article 2502(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 Article 2502(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/duly qualified medical practitioner or recommendation by the Manager.

2502 (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 income protection credits 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 income protection days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved income protection credits granted during the period of return shall be counted as days worked.

2502 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 if they are a full-time employee and seven (7) continuous months of

employment with the Employer if they are a part-time employee;

- b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified in the application as the day on which such leave will commence;
- c) provide the Employer with a certificate of a duly qualified medical practitioner certifying pregnancy and specifying the estimated date of delivery;
- d) within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance Benefits pursuant to *The Employment Insurance Act*, provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the employee in exceptional circumstances.

2502 An applicant for Maternity Leave under Plan B must sign
(05) an agreement with the Employer providing that:

- a) the employee 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 return from Maternity Leave or at any time during the six (6) months following the date of return from Maternity Leave, they must remain in the employ of the Employer, and work the working hours they would have otherwise worked in the higher EFT position during the six (6) month period, and;

- b) the employee will return to work on the date of the expiry of maternity leave and where applicable, parental leave, unless this date is modified by the Employer, and;
- c) should the employee fail to return to work, or in the event the employee does not complete the full period of service as provided under a) and/or b) above, they are indebted to the Employer and shall repay the “top up” as follows:

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

2502 An employee who qualifies is entitled to a maternity
 (06) 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 Article 2502(04) 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 Article 2502(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 Manager.

2502 (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) to offset the EI waiting period the Employer will pay, for up to the first two (2) weeks, ninety three percent (93%)** of an employee's normal weekly earnings;
- b) for up to a maximum of seventeen (17) weeks, less the EI waiting period under a) above, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety three percent (93%) of the employee's normal weekly earnings;
- 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 ninety three percent (93%) of the employee's normal weekly earnings.
- d) all other time as may be provided under Article 2502(06) shall be on a leave without pay basis.

2502 (08) Plan B does not apply to term employees. Plan B also does not apply to employees who normally are subject to seasonal lay-off with the exception of Mental Health and Addictions Program School Based Staff.

For the purposes of this Article only, as applicable, periods of layoff during regular school breaks and holidays will be deemed to be periods of continuous service for the purposes of parenting leave.

2502 (09) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and paid vacation entitlement shall not accrue. At their discretion, employees are eligible to utilize up to their full unpaid vacation entitlement.

2502 (10) Sections 52 through 59.1 (2) inclusive and Section 60 of *The Employment Standards Code* respecting maternity leave shall apply "mutatis mutandis".

2502 (11) Parental Leave

In order to qualify for Parental Leave, an employee must:

- a) be a birth parent or must assume actual care and custody of their newborn child; or
- b) adopt a child under the law of the province; or
- c) be an individual who assumes legal care and custody of a child.

2502 (12) An employee who qualifies under Article 2502(11) must:

- a) have completed six (6) continuous months of employment; and
- b) Except in the case of Adoption Leave, in accordance with Article 2502(11) b), 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 Article 2502(11) b), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee

shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.

- 2502 (13) An employee who qualifies in accordance with Articles 2502(11) and 2502(12) is entitled to Parental Leave without pay for a continuous period of up to sixty-three (63) weeks. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave exceeding eighty (80) consecutive weeks.

Where Maternity and/or Parental Leave exceeds seventeen (17) weeks and extends beyond the current vacation year in which the leave commenced, the following shall apply:

- a) The employee may elect to carry over any remaining current annual vacation, to a maximum of ten (10) vacation days, prorated for part-time employees, to be available to be taken in the vacation year in which the employee's leave ends. The balance of the current annual vacation not carried over will be paid out upon the employee's return from leave.
- b) In the vacation year subsequent to the employee's return from leave, the employee may elect to maintain carry over of any remaining vacation carried over in a) (if not already taken), plus all vacation accrued subsequent to their return from leave.
- c) It is understood that a member shall not be permitted more paid vacation entitlement (time off) per year than what is contemplated in Articles 503 b) and 1904. Any additional accrued vacation pay

shall be paid out to the employee on an annual basis.

2502 Subject to Article 2502(15), Parental Leave must
(14) commence no later than eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.

2502 Where an employee takes Parental Leave in addition to
(15) 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.

2503 Sections 58(1) through 59.1(2) inclusive and Section 60 of *The Employment Standards Code* respecting Parental Leave shall apply "mutatis mutandis".

2504 Partner Leave

Upon request, an employee whose partner has given birth to a child, or an employee who has adopted a child, shall be entitled to three (3) days leave of absence with pay. Such leave shall be granted within seven (7) days of the birth or adoption of the child.

2505 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 or one (1) pay period, whichever is longer, before the day the employee wants to end the leave.

2506 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 the long service step, 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 continuous service with the Employer at the time of resigning.
- The resignation itself must indicate the reason for resigning.

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

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

ARTICLE 26: ASSOCIATION SECURITY

2601 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.

2602 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 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.

2603 The Employer shall provide copies of policies that apply to MAHCP employees, upon request by the employee and/or the Association. **Such request shall include the name or nature of the policy required. Copies shall be provided within two (2) weeks.**

2604 a) When meeting with the Employer Organizations to conduct joint negotiations, a maximum of sixteen (16) employees from all bargaining units combined will be entitled to leave of absence without loss of regular pay or benefits, to participate in negotiations in which both the Employer Organizations and the Association are represented. **This applies during strike action.**

The number of employees from each Employers Organization shall be designated/determined by the Association.

b) Prior to the commencement of negotiations, the Association shall supply the Employer(s) 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.

2605 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.

2606 The Employer agrees to deduct the current Association dues from the pay of each employee in the bargaining unit. The dues deduction formula shall be compatible with the Employer's present payroll system.

2607 The Employer agrees to deduct once annually the amount of any special general assessment made by the Association. The Association shall notify the Employer, in writing, of the amount of the assessment at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

2608 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, **and a list of the names of all employees newly hired/terminated and all employees on leave of absence for a period of four (4) weeks or longer.** 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.

When remitting dues, the Employer shall also provide the following information in an Excel spreadsheet format or any other mutually agreed upon format:

- **Employee first name**
- **Employee last name**
- **Employee type (e.g. FT, PT, Casual)**
- **Current position number**
- **Classification**
- **Department**
- **Pay period earnings**
- **YTD Earnings**
- **Dues deducted**

2609 The Association shall hold the Employer harmless with respect to all dues and general assessments so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.

- 2610 The Association shall notify the Employer in writing as to the amount(s) of the current Association dues to be deducted, not less than one (1) month in advance, and the dues structure shall not be changed more than twice in any calendar year.
- 2611 The Association agrees to provide the Employer with a current list of officers and authorized representatives once annually. **The Employer agrees to provide the Association with a current list of Human Resource Consultants once annually.**
- 2612 The Employer agrees to provide notice board space for use by the Association in each building where members of the bargaining unit are regularly employed. The Employer agrees not to remove existing bulletin boards in departments where they are currently located. 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.
- 2613 The Employer shall record on the statement of earnings (T4) of each employee the amount of dues deducted from the employee's pay and remitted to the Association.
- 2614 A representative of the Association will be granted up to thirty (30) minutes to familiarize a new employee with the Association and this Agreement during the period of orientation. A representative of Management may choose to be present during such time.
- 2615 Association Leave:
Subject to at least two (2) or more week's 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.

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.

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.

- 2616 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 mailing address, personal email address (if available), personal phone number, classification, department, work location (if available), employment status (i.e. full-time, part-time, or casual), salary rate, date of employment and continuous service date. The employee's address, phone number or personal email 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 and verified if required. Electronic copies of said information shall be sent to the Association office. By March 31st of

each year, the corrected list shall be posted by the Employer in all relevant work locations.

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

The Association commits to have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of this information.

- 2617 When an employee makes known to the Employer or the Association that they are a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from being members of or financially supporting any union or professional association, the matter shall be dealt with in accordance with Section 76(3) of *The Labour Relations Act of Manitoba*.

ARTICLE 27: GRIEVANCE PROCEDURE

- 2701 A “grievance” shall mean any dispute between the Employer and an employee or the Association concerning the interpretation, application or alleged violation of this Collective Agreement.

- 2702 Discussion Stage
The employee and their supervisor shall first attempt to resolve the dispute by means of discussion.

- 2703 Step One
Within fourteen (14) calendar days after the incident giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the Human Resources Consultant or other

designate as determined by the Employer who is outside the bargaining unit.

2704 The Employer shall have ten (10) calendar days, following receipt of the grievance, to investigate the matter and to reply rendering a decision in writing.

2705 Step Two

Within twenty-eight (28) calendar days after the incident became apparent, the unresolved grievance shall be submitted in writing to the Director, Human Resources or designate.

2706 Within ten (10) calendar days after receiving the grievance, the Director, Human Resources or designate shall investigate the matter, conducting a hearing upon the Association's request, and reply rendering a decision in writing.

The Grievance Investigation Process (GIP) as outlined in MOU 15 **is a voluntary process and either party may request that any grievance be submitted to grievance Investigation; however, both parties must agree on each case to be so submitted.**

2707 If the grievance is not resolved in accordance with Article 2706 above, it may be submitted for binding arbitration under Article 28 within the next ensuing fourteen (14) calendar days.

2708 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.

- 2709 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.
- 2710 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, or voluntary written extension of stipulated time limits.
- 2711 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.
- 2712 An employee may elect to be accompanied by an Association Representative at the Discussion Stage of the Grievance procedure and will be accompanied or represented by an Association Representative for Steps One and Two of the Grievance procedure and at any stage of the Arbitration procedure.
- 2713 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.
- 2714 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 28: ARBITRATION PROCEDURE

2801 A referral for arbitration shall be made in writing by either party, addressed to the other party to this Agreement, within the time defined in Article 2707. The referral for arbitration shall contain the names of three

(3) proposed sole arbitrators. The other party shall, within ten (10) calendar days of the receipt of such notice, notify the party who referred the matter to arbitration of the acceptance of one of the arbitrators named or propose others. Where the parties are unable to agree on the choice of a single arbitrator, the party who referred the matter to arbitration may make application to the Manitoba Labour Board to select an arbitrator or proceed as outlined in Article 2802.

2802 If mutual agreement is not reached by both parties to choose a single Arbitrator within fourteen (14) calendar 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.

2803 Within fourteen (14) calendar days, the appointees shall agree to a third member to act as Chairperson of the Arbitration Board.

2804 If either party fails to nominate their appointee, or an appointee is unable to serve, then the other party to the dispute may request the Manitoba Labour Board to select a substitute.

2805 If either party fails to agree to a Chairperson, the request shall be sent to the Manitoba Labour Board to make such appointment.

2806 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.

2807 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.

2808 Arbitrations are to be heard locally, unless an alternate location is mutually agreed to by the parties.

ARTICLE 29: SAFETY, HEALTH AND REASONABLE ACCOMMODATION

2901 The Employer and the Association endorse the importance of a safe and secure environment, in which employees must work and recognize that safety, injury prevention and the preservation of health are of primary importance in all operations and that these activities require the combined efforts of the Employer, employees and the Association. 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 necessary safety equipment and protective clothing where required and install safety devices where necessary.

The Employer will ensure the safety and security of staff in healthcare facilities. This may include enhanced security measures and appropriate

modifications to the physical work environment, as deemed necessary.

All such items remain the property of the Employer, and when no longer required must be returned by the employee.

2902 The Employer recognizes its obligation to ensure, so far as is reasonably practicable, the safety, health and welfare of employees at work. The Employer agrees that the obligation includes taking all precautions necessary, in so far as is reasonably practicable, even where there is not yet scientific certainty regarding the efficacy and/or necessity of such measures.

2903 The Employer will ensure there is safe and secure parking in lots considered to be part of the Employer's premises.

2904 The Employer will maintain a comprehensive general health and safety training program for all staff in accordance with the *Manitoba Workplace Safety and Health Act*.

The Employer will ensure that all employees whose job duties include supervision or charge of staff are familiar with the *Manitoba Workplace Safety and Health Act* and/or Regulation, and are competent because of knowledge, training, or experience to ensure that work is performed in a safe manner.

2905 Any workplace injury or harmful exposure suffered by an employee shall be reported to the Association no later than ninety-six (96) hours after

the report/notification is made to the Employer. Such report to the Association will include the name of the affected employee, if the employee agrees, and a brief description as to the mechanism of injury/exposure.

- 2906 The Employer will make available appropriate Critical Incident support, to an employee affected by a Critical Incident, an incident or circumstances that are deemed by the employee to be outside the normal experience of their duties/workplace, and/or upon request of the employee, or the manager on behalf of the employee.**

If the employee is unable to complete the remainder of their shift as a result of the impact of the Critical Incident, the employee shall incur no loss in regular pay and benefits for the day on which the Critical Incident occurs.

If an employee becomes injured or ill due to the Critical Incident the process under Article 2013 a) shall apply.

- 2907 In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation, providing established departmental procedures and policies have been followed.**
- 2908 Health examinations required by the Employer shall be provided by the Employer and shall be at the expense of the Employer.**

2909 Inclement Weather

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 Transportation and Infrastructure, the employee may be rescheduled if the employer determines that alternate work is available and that it can be rescheduled during the following two (2) consecutive bi-weekly pay periods. Where the rescheduling of such alternate work cannot be accommodated or the employee chooses not to be rescheduled, they may take the time from banked time which includes banked overtime, General Holidays or vacation.

2910 Employees who are unable to leave the workplace due to road closures, as declared by police agencies or the Manitoba Transportation and Infrastructure shall be provided an area to rest.

2911 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.

2912 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. **For clarity, where an employee is waiting for a decision from D&R, WCB, or MPI and has been medically cleared to return to work, the Employer will pay for all return to work hours. It is understood that the employee will reimburse the Employer once their claim is accepted.** 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 Association's concurrence. Where appropriate, by agreement between the Employer and the Association, job postings may be waived.

2913 Where an employee is required to work alone or in isolation, in accordance with *The Workplace Safety and Health Act* and/or Regulation, the Employer will develop and implement safe work procedure(s) to eliminate or reduce the identified risk(s) to employees working alone or in isolation in accordance with the Act and/or Regulation.

2914 Right to Refuse Dangerous Work
The Employer acknowledges an employee's right to refuse dangerous work and acknowledges the Employer's duty to act in accordance with Section 43 of *The Workplace Safety and Health Act*.

2915 **Whistle Blowing Protection**
Employees who exercise their rights in accordance with the *Public Interest Disclosure Act* shall not be subject to discipline or reprisal.

ARTICLE 30: EMPLOYEE BENEFITS

3001 Dental Plan

Applicable to all except as noted below:

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.

Pharmacy Health Sciences Centre sited employees (on HSC plan) only:

Employees shall continue to participate in the HSC Blue Cross Dental Plan. The current dental plan will pay a percentage of basic and major dental expenses in accordance with the current Manitoba Dental Association Fee Schedule.

Riverview Health Centre employees only:

The Employer shall pay one hundred percent (100%) of the premium cost of the Manitoba Blue Cross Dental Plan. Pursuant to the terms of the Dental Plan, coverage will be provided to eligible employees and eligible dependents.

Former Civil Service grandparented employees only:

Please refer to Article 3007.

3002 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.

3003 Applicable to all except as noted below:

HEB Disability and 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 percent (2.3%) of base salary.

The parties agree that income protection credits and Workers Compensation benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, and subject to the approval of the employees' application for D&R benefits by HEB, the employee may commence drawing disability benefits. It is understood that the elimination period for the 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 (4) 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 b) above, 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.

Former Civil Service grandparented employees only:

Long Term Disability & Rehabilitation Income Plan:

The parties agree that the government plan shall provide an employer paid Long Term Disability and Rehabilitation (D&R) Income Plan for eligible employees. The regulations governing this plan will be established pursuant to the Manitoba Government Employees' Master Agreement.

Riverview Health Centre employees only:

Employees presently enrolled in any Long Term Disability Income Continuance plans and any group life insurance plans shall continue to receive such coverage as provided.

3004 Pension Plan

Applicable to all except as noted below:

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

Former Civil Service grandparented employees only:

Please refer to Article 3007.

The parties recognize the unique nature of the Civil Service Superannuation Fund, the *Civil Service Superannuation Act* and the nature of the funding arrangement under the Superannuation Plan. In addition, the parties recognize that the Superannuation Plan is a multi-employer and multi-union Superannuation plan and that it also covers many non-unionized employees.

Riverview Health Centre employees only:

The Parties agree to participate in the Winnipeg Civic Employee Benefits Program (the "Program") and to be bound by its terms and conditions, including any applicable trust agreements, plan texts or other governance documents, written policies and guidelines. The Program shall consist of the Winnipeg Civic Employees' Pension Plan, the Winnipeg Civic Disability Plan and the Winnipeg Civic Employees Early Retirement Arrangement.

- 3005 **The annual Health Spending Account amount shall be:**

\$1,250 for Full-time Employees

\$1,000 for Part-time Employees

- 3006 Health Spending Account (HSA)

Applicable to all except as noted below:

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

Former Civil Service grand parented employees only:

A Health Spending Account will be provided in accordance with the terms and conditions of the Civil Service Employee Benefit plan and Manitoba Blue Cross.

- 3007 Applicable to former Civil Service grand parented employees only:

Employees who were transitioned to the Employers Organizations/Regional Health Authorities from the Civil Service will remain in the Government of Manitoba

benefit plans consistent with those in place in the Civil Service at the time of the employee's transition to the Employers Organizations/RHA.

These benefit plans currently include the Dental Plan, Long Term Disability Plan, Ambulance and Hospital Semiprivate Plan (AHSP), Group Extended Health Plan, Group Life Insurance Plan, Pension Plan, and the Vision Care Plan, and these employees will be "grandparented" to those plans for the duration of their employment with the Employer.

All future changes to Benefit Plans negotiated in the Civil Service shall be applicable to the employees who are grandparented to these plans.

3008 The parties agree that the Employer shall provide an Employer paid Employee Assistance Program for all employees covered by this Agreement.

3009 In the event of strike or lockout, the employer agrees to continue all health, dental and D&R benefit plans for all affected employees, for the duration of the job action or work stoppage. It is understood that the Association shall reimburse the Employer for both the Employer and employee premium contributions for all affected (deemed non-essential) employees.

During a work stoppage applicable wages and benefits for hours worked will be paid as per the Collective Agreement.

ARTICLE 31: PRE-RETIREMENT LEAVE

3101 A full-time employee who retires at or after age sixty-five (65) years, retires at or after age fifty-five (55) years but before age sixty-five (65) years 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 service total eighty (80) or more ("**Rule of 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.

3102 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.

3103 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.

3104 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, or as a combination of continuation of salary followed by a lump sum payment.

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.

3105 As established under the Civil Service Superannuation Plan, former civil service employees may carry-over vacation credits to retirement in accordance with following:

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

3106 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.

3107 Buyback of Pension

Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with the Canada Revenue Agency 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.

- 3108 **The following clause will cease to be in effect upon expiry of the Collective Agreement and Article 31 in its entirety shall apply.**

Applicable for Klinik, Nine Circle, Nor'West and Women's Health Clinic only:

The pre-retirement benefits provided for under this Article are conditional on the continuance of funding bodies' policies to reimburse the Employer for pre-retirement leave.

ARTICLE 32: DISCIPLINE AND DISCHARGE

- 3201 No employee shall be disciplined or discharged without just cause.

- 3202 In all instances where the Employer **investigates situations that may result in** disciplinary action, the employee shall be given advance notice of the nature of the concern, **the date it occurred, and where possible any other pertinent information relevant to the issue.**

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 they refuse such representation.

- 3203 **Employees placed on an administrative leave pursuant to an Employer investigation shall be on leave for a period necessary to complete the investigation. The Employer commits to conducting their investigation in a timely and efficient manner to minimize the duration of the administrative leave. All efforts will be made to complete the investigation within thirty (30) calendar days.**
- 3204 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.
- 3205 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, the employee shall be given copies of such documents. If the employee regards the report to be inaccurate, they may also initiate a grievance requesting its correction or removal from their file.
- 3206 An employee who considers themselves to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 27 (Grievance Procedure).
- 3207 An employee may examine their personnel file upon request. Only one (1) such file shall be maintained. Upon request, an employee shall be given a copy of any document placed in their personnel file.
- 3208 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.

3209 a) 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.

b) **It is understood between the parties that the provisions under subsection a) also apply to Letters of Direction and/or Letters of Expectation.**

c) The time frame mentioned in subsection (a) above will be extended commensurate with any period of leave beyond four (4) weeks.

3210 Failure to become registered or to maintain registration may result in the employee being dismissed at the discretion of the Employer. Employees eligible for registration must register at first opportunity.

ARTICLE 33: JOB SECURITY

3301 Layoff

a) In the event of a layoff, employees other than probationary and term employees shall receive notice or pay in lieu of such as follows:

- i) two (2) weeks' notice for layoff of up to eight (8) weeks;
- ii) for a layoff of eight (8) or more weeks, notice would be based on one week per year of service, with a minimum of four (4) weeks notice and a maximum of eight (8) weeks [twelve (12) weeks for employees working North of 53rd parallel].

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

3302 When a layoff becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification within their site, subject only to more senior employees being qualified, competent and willing to perform the required work.

3303 In the event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent.

3304 Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

3305 An employee whose position is being deleted in accordance with Article 3303, or who is being laid off in accordance with Article 3302 will be entitled to exercise seniority rights, subject to them being qualified, competent and willing to perform the required work, to displace a less senior employee in an equal or lower occupational classification within the site.

Where this is not possible due to seniority level, the employee shall be entitled to exercise seniority rights, subject to them being qualified, competent and willing to perform the required work, to displace an employee in a position of equal or lower classification within any of the other sites comprising the Employer. 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.

- 3306 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.
- 3307 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, the employee 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.

3308 Recall

To qualify for recall, it shall be the responsibility of the employee to keep the Employer informed in writing of their current address and contact information.

3309 Employees shall be recalled in order of seniority to available positions in equal or lower paid occupational classifications at their originating base location or at other worksites within a fifty (50) kilometre radius of the originating worksite subject to their being qualified and competent to perform the required work.

In addition, at the time of layoff, employees may request recall to worksites outside the fifty (50) kilometre radius.

3310 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. However, termination of employment will be waived at the discretion of the Employer, if the laid off employee declines the recall due to the unsuitability of the geographic location.

3311 An employee recalled to work in a different department, site ("base location" where there is a Regional or Provincial program/service), or different classification, within the Employer, from which the employee was laid off shall have the right to return to the position they held prior to the layoff should it become vacant within one (1) year of being called back and such vacancy shall not be subject to the job posting procedure.

3312 Technological change shall mean the introduction by the Employer into the employee's work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employee 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 employed by the Employer:

- 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.

3313 An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy within the department/base location of current employment for which they have seniority and for which they have the qualifications and the competency to perform the required work.

If there is no vacancy within the department/base location of current employment, they will be given the opportunity to fill any vacancy within a fifty (50) kilometre radius of the originating department/base location for which they have the qualifications and competency to perform the required work. This shall not preclude the employee from requesting consideration for vacancies outside the fifty (50) kilometre radius. If there are no vacancies, they shall have the right to displace employees with less seniority, in accordance with the layoff procedures specified in this Agreement.

3314 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.

3315 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.

3316 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 the provisions of this Article shall in no way supersede the provisions of any memorandums of understanding related to Transfer of Service/ Mergers/Amalgamation/Consolidation/Mobility.

3317 Notwithstanding Article 504, employees laid off, or who have had their work reduced in accordance with Article 3301, 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 Article 1003 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 1904, 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:

Additional available hours
worked by the laid off employee X Entitlement of a fulltime employee
Full-time hours

c) In the event that the layoff is longer than twenty-six (26) weeks, seniority will be calculated in accordance with regular hours worked;

d) In lieu of time off on a General Holiday, the Employee shall be paid in accordance with Article 502. 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.

3318 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.

3319 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.

3320 **The Employer shall provide a quarterly report of external agency utilization for all programs/sites that will be sent to MAHCP for review and discussion at the respective Labour/Management Advisory Committee (LMAC). Where an LMAC does not currently exist at a program/site, MAHCP can request a meeting with the Employer to review the information.**

ARTICLE 34: NON-DISCRIMINATION

3401 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.

3402 The Employer and the Association agree that no form of **abuse, harassment or bullying of employees** shall be condoned in the workplace. **Both** parties will work

together in recognizing, **facilitating the reporting of alleged abuse** and **resolving** such problems should they arise. Situations **involving abuse, harassment or bullying of employees** shall be treated in strict confidence by both the Employer and the Association.

Any employee who believes a situation may become or has become abusive, harassing or bullying shall report this to the immediate supervisor or Human Resources as appropriate. 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).

If a respectful workplace investigation is conducted, a report of findings, or a summary of the report will be shared by the Employer with the complainant and respondent employees. Where a summary is provided, rather than the full report the Association may request and the Employer shall provide the rationale for the provision of a summary rather than the full report. The complainant and respondent may share the report/summary with their Association if they wish.

- 3403 No form of employee abuse will be condoned in the workplace. The parties will work together in recognizing, facilitating the reporting of alleged abuse and 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 or Human Resources as appropriate. 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 35 – REPRESENTATIVE WORKFORCE

- 3501 Health services across Manitoba are provided in facilities located on the original lands of First Nations and Inuit peoples, and on the homeland of the Métis Nation. Manitoba's health authorities respect that First Nations treaties were made on these territories and we dedicate ourselves to collaborate in partnership with First Nations, Inuit, and Métis peoples in the spirit of reconciliation.
- 3502 The Association and the Employer agree with the goal of achieving a representative workforce for First Nations, Métis, and Inuit (Indigenous) peoples who are significantly underrepresented in the health workforce. Additional actions are needed to promote and facilitate employment of Indigenous persons in health care occupations at all levels. The parties shall work collaboratively to:
- (a) Develop strategic initiatives and programs that:
- Foster mutual respect, trust, equity, open communication, and understanding;
 - Focus on recruiting, training, and career development of Indigenous staff;

- Identify workplace barriers that may be discouraging or preventing Indigenous staff from entering and remaining in the workforce;
- Foster reconciliation in race and cultural relations;
- Promote the elimination of anti-Indigenous racism in the healthcare system.

(b) Promote and publicize initiatives undertaken to encourage, facilitate, and support the development of a representative workforce;

3503 The Employer will implement educational opportunities for all employees to promote awareness of cultural diversity with an emphasis on Indigenous peoples. This will include enhanced orientation for new employees to promote a culture awareness with emphasis on Indigenous peoples. Anti-racism education will be offered. The Association will encourage participation in such efforts amongst its members.

3504 Truth and Reconciliation

The parties agree to collaborate in finding constructive ways of implementing the Calls to Action outlined by the Truth and Reconciliation Commission of Canada (June 2015) that are relevant to health and healthcare, including improving cultural competencies, improving health outcomes, supporting culturally appropriate healthcare services, and increasing the number of Indigenous employees in the health care system.

3505 **The Employer will commit the necessary time, resources, and expertise to this work during the term of the Collective Agreement and will keep the Association informed of the progress of the Employer initiatives at the Labour/Management**

Advisory Committee (LMAC). Where an LMAC does not currently exist at a program/site, the Association can request a meeting with the Employer to review the information.

ARTICLE 36 – PERFORMANCE APPRAISALS

3601 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.

3602 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 37 – NOTICE OF TERMINATION

3701 Employment may be terminated voluntarily by an employee, by giving at least four (4) weeks' notice in writing exclusive of any vacation due.

3702 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.

3703 Upon request, the Employer will provide an employee with a letter of confirmation of employment.

3704 The employee agrees to return all equipment, keys, identification, uniforms, and other items belonging to the Employer upon termination.

3705 An employee shall be entitled to payment of all wages, vacation pay and other benefits on the next payroll processing date after termination or death.

3706 **Upon termination of employment an exit appraisal shall be forwarded to the employee to voluntarily complete.**

Included on the form will be an option for the employee to request a personal meeting with an Employer designate who is other than the employee's direct manager.

3707 **Where a voluntarily terminated employee commences employment within six (6) weeks of date of termination of employment with either the same Employer or another Employer within the Employer's Organization in a Professional Technical Paramedic position shall accrue vacation entitlement as though their employment had been continuous.**

ARTICLE 38: COMMITTEES

3801 **Labour/Management Advisory Committee(s)**

The Employer will maintain an **Labour/Management Advisory Committee(s)** with equal representation from management and employees. The Committee(s) shall meet at the request of either party, subject to ten (10) calendar days' notice being given, for the purpose of discussing matters of concern to either party. The parties shall co-chair this committee and shall chair alternate meetings.

3802 The Committee(s) shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication.

3803 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 Labour/Management Advisory Committee.

3804 **Workplace Safety & Health Committee**

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

The duties of the committee may include, but may not be limited to:

- a) The receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers;

- b) Participation in the identification of risks to the safety or health of workers or other persons, arising out of or in connection with activities in the workplace;
- c) The development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;
- d) Cooperation with the occupational health service, if such a service has been established by the Employer;
- e) Cooperation with a safety and health officer who is exercising their duties under the Act or regulations;
- f) The development and promotion of programs for education and information concerning safety and health in the workplace;
- g) The maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee; and
- h) Such other duties as may be specified in *The Workplace Safety and Health Act* regulations.

3805 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 Safety and Health 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 Safety and Health 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.

3806 The parties agree to utilize the existing Labour / Management Advisory Committee to discuss, review and make recommendations relative but not limited to:

- a) Staff recruitment and retention,
- b) Training, retraining and continuing education,
- c) Program Management,
- d) Efficiency of equipment utilization,
- e) Program delivery and new program implementation,
- f) Ongoing communications,
- g) Professional practice issues,
- h) Job enrichment,
- i) Orientation,
- j) Workplace security,
- k) 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.

3807 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)*.

3808 The size of the committee shall be determined taking into account the following factors:

- i) The number of employees in the workplace;
- ii) The type of work performed in the workplace and the degree of hazard involved;
- iii) The complexity of the workplace operations, and the size, location and nature of the workplace.

Each party shall appoint their representatives.

3809 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 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.

ARTICLE 39: JOB SHARE

3901 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 33.

ARTICLE 40: TERM OF AGREEMENT AND DATE OF RATIFICATION

- 4001 This agreement and all its provisions shall be effective April 1, **2024** except as otherwise provided.
- 4002 This Agreement shall be in full force and effect until March 31, **2028** and thereafter until a revised Collective Agreement is executed or this Agreement is terminated by two (2) weeks written notice by either party.
- 4003 This Agreement may be amended during its term by mutual agreement.
- 4004 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.
- 4005 If notice is not given under Article 4004, 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.
- 4006 The ratification of the current Collective Agreement occurred on **March 19, 2025**.
- 4007 Retroactive general wage increases and market adjustments established pre-ratification, including

signing bonus, shall be made payable within ninety (90) calendar days of the date of ratification, or in the case of employees who have voluntarily terminated their employment, within ninety (90) calendar days of the Employer receiving their written request for payment. Such retroactive adjustments shall be paid on a separate deposit.

In accordance with the above paragraph, payment shall occur as follows:

- a) To full-time, part-time, term and casual employees who are covered by this Agreement.
- b) Upon written application within sixty (60) days of ratification, to employees who have resigned or retired.
- c) Upon written application within sixty (60) days of ratification, to the estate of deceased employees.
- d) The Employer will provide clear communication to all employees regarding such retroactive payments (such as premium retro pay, wage adjustment retro pay, etc.).**

A copy of the communication will be sent to the Association.

4008 The Employer commits to making all reasonable efforts to ensure that:

Any remaining unpaid retroactive wage and benefit adjustments shall be implemented and made payable within (120) one hundred and twenty calendar days of the date of ratification. Such retroactive adjustments shall be paid on a separate deposit.

Failure to meet this commitment shall result in the parties referring the matter to expedited arbitration to determine appropriate remedy.

ARTICLE 41: OVERPAYMENTS AND UNDER DEDUCTIONS

4101 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.

- 4102 “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

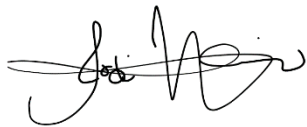
applicable benefit plan shall be limited to the application of this provision.

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.

Signed this 24 day of July, 2025



Kerry D. Bogard

FOR THE EMPLOYER



Jason Linklater, President

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING # 1

Between:

WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")

And

MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")

RE: APPENDIX "A" CLASSIFICATIONS

The parties agree to maintain the current Appendix "A" in the collective agreement. **Further, the parties agree to review the appropriateness of the contents of Appendix "A" – Classifications. Such review will take into consideration the work completed by the Market Adjustment and Wage Standardization Committee.**

MEMORANDUM OF UNDERSTANDING # 2

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: AMNESTY FROM PROVINCIAL WAGE/HOURS OF WORK REDUCTION LEGISLATION

The Employer will not exercise any right it may receive through legislation which enables the Employer to unilaterally reduce the wages specified in the Collective Agreement or the hours of work specified in Article 12 during the life of this Collective Agreement.

MEMORANDUM OF UNDERSTANDING # 3

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: IMPACT OF HOURS OF WORK REDUCTION ON PENSION PLAN

WHEREAS a collective agreement called for a reduction in the paid hours of work from November 15, 1996 to April 29, 1999;

AND WHEREAS, the parties hereby agree that no employee's pension benefit shall be negatively impacted as a result of these reduced hours of work.

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 of November 15, 1996 to April 29, 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 # 4

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: REFERENCE TO STANDARDIZATION COMMITTEE DURING TERM OF AGREEMENT

WHEREAS in negotiating the terms of the three (3) Collective Agreements between the MAHCP and the Employers Organizations to which this Memorandum of Understanding is attached, the parties have sought to standardize Collective Agreement terms across all agreements, but recognize that additional consultation is necessary before attempts can be made to standardize the terms governing issues identified by Employers and worksites; Employers Organizations and Bargaining Units;

AND WHEREAS the complexity of attempting to standardize terms related to these issues is such that it was not practicable to attempt to do so in the negotiation of the current Collective Agreements;

AND WHEREAS the parties wish to make a "best effort" attempt to reach agreement on standardization of Collective Agreement

terms related to these issues during the term of these Collective Agreements;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Employers and the MAHCP agree to strike a committee or committees, with equal representation of three (3) to five (5) members each, to engage in a consultative process to seek agreement regarding standardization of Collective Agreement provisions related to the issues.

The Employers Organization shall provide disclosure of relevant data as determined by the committee(s) to permit full consideration by the committee(s).

The committee(s) shall commence consultation at a time agreed by the parties but in any case no later than three (3) months after date of ratification, and shall meet when determined by the committee, with a view to completing consultation within six (6) months of commencement of the committee(s), or such extended period as the parties agree.

Either party's representatives on a committee may introduce any Collective Agreement issue for consideration of standardization. If a committee is able to reach an agreement on a proposed amendment to the Collective Agreements in respect of any one or more of the issues under consideration, they may recommend such amendments to their respective parties (MAHCP/PHLRS) for consideration. The parties may agree to proceed with such amendments, subject to necessary ratification, if required, or may table the issue(s) to be addressed in the Collective Agreement negotiations which occur for renewal of the Collective Agreements.

MEMORANDUM OF UNDERSTANDING # 5

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: MANAGEMENT OF SENIORITY PRE AND POST HEALTH SECTOR BARGAINING UNIT REVIEW ACT (HSBURA)

The Employers Organizations and Association ("Parties") have been engaged in collective bargaining for the professional technical paramedical collective agreements subsequent to the enactment of *The Health Sector Bargaining Unit Review Act* ("HSBURA").

The Parties acknowledge these negotiations are unique and complex with respect to: the consolidation of approximately fifty (50) collective agreements into three (3) bargaining units, resulting in one (1) professional technical paramedical collective agreement for each of the Employers Organizations; the reconfiguration of some classifications included in the professional technical paramedical sector bargaining unit(s); and the creation of multi-Employer bargaining unit(s).

The Parties identified various scenarios where the management of seniority was an issue that required resolution and have agreed to the following as a result.

Issue #1 – Post-HSBURA Accrual of Seniority

The Parties agree that the accrual of seniority post ratification of the collective agreements shall be Employer based seniority by bargaining unit consistent with how the accrual of seniority is within the rural Regional Health Authorities.

An employee would be able to mobilize, but not exercise, seniority between Employers.

Issue #2 – The management of accrued seniority for a part-time employee who was employed under two different bargaining units with the same Employer pre-HSUBRA and is now in one bargaining unit post-HSBURA.

Example: An employee occupies a part-time 0.4 EFT General Duty X-Ray Technologist position at Victoria Hospital and has 13,074 hours of accrued seniority under the Victoria Hospital MAHCP Collective Agreement with a continuous service date of February 1, 2008. This employee also occupies a part-time 0.5 EFT General Duty X-Ray Technologist position at Grace Hospital and has 22,524 hours of accrued seniority under the Grace Hospital UFCW Collective Agreement with a continuous service date of June 30, 2002. Both positions are with the same Employer, Shared Health (Direct Operations).

The Parties agree the following shall apply upon implementation post ratification:

1. The employee shall maintain part-time status in the new bargaining unit.
2. The employee shall maintain the earlier of the two continuous service dates which is June 30, 2002.
3. The seniority hours accrued within each bargaining unit will be combined. For example:

13,074 hours of seniority accrued at the Victoria Hospital
+ 22,524 hours of seniority accrued at the Grace Hospital
= 35,598 hours of accrued seniority in the new bargaining unit

The seniority hours to be combined in the new bargaining unit will be based on the calculated seniority hours effective the end of the last full pay period prior to the date of implementation. The combining of seniority hours will be permitted to a maximum equivalent of 1.0 EFT using the earliest continuous service date. The hours of seniority worked at both sites post implementation will be combined on a go-forward basis.

Issue #3 – The management of accrued seniority for a part-time employee who was part-time in one bargaining unit and casual status in another bargaining unit with the same Employer pre-HSUBRA and is now in one bargaining unit post-HSBURA.

Example: An employee occupies a part-time 0.6 EFT Occupational Therapist position with the Victoria Hospital and has 18,365 hours of accrued seniority under the Victoria Hospital MAHCP Collective Agreement with a continuous service date of May 5, 2008. This employee is also employed as a casual Occupational Therapist at the Grace Hospital and has 930 hours of accrued casual seniority under the Grace Hospital UFCW Collective Agreement. Both positions are with the same Employer, WRHA (Direct Operations).

The Parties agree the following shall apply upon implementation post ratification:

1. The employee shall maintain part-time status in the new bargaining unit.
2. The employee shall maintain the continuous service date applicable to their part-time status position which is May 5, 2008.

3. The 930 hours of casual seniority earned as a casual at the Grace Hospital shall not transfer to the new bargaining unit.
4. The hours of seniority accrued picking up additional available shifts within the bargaining unit as an Occupational Therapist at the Grace Hospital post- implementation would be accrued as a part-time employee.

Issue #4 – The management of accrued seniority for a part-time employee occupying a part-time position in one bargaining unit and a part-time position in another bargaining unit with different Employers pre-HSBURA and is now in one bargaining unit post-HSBURA.

Example: An employee occupies a part-time 0.6 EFT Pharmacy Technician position with the St. Boniface Hospital and has 6,085 hours of accrued seniority under the St. Boniface Hospital MAHCP Collective Agreement. That employee also occupies a part-time 0.4 EFT Pharmacy Technician position with WRHA Regional Pharmacy Program, at HSC and has 10,620 hours of accrued seniority under the WRHA Regional Pharmacy Program MAHCP Collective Agreement. Both positions are now in the same bargaining unit but continue to be employed with different Employers (separate legal entities).

The Parties agree the following shall continue to apply:

1. The employee will maintain part-time employment with both the St. Boniface Hospital and the WRHA (Direct Operations).
2. Seniority would not be combined and would continue to accrue separately for all hours worked with each Employer

Issue #5 – Scenarios not contemplated and dispute resolution.

The parties agree that should a scenario arise that is not contemplated in this memorandum, the parties will meet to discuss the application of seniority for the scenario that arises.

Should a dispute or alleged violation of this memorandum of understanding arise, the parties concerned shall meet within twenty (20) calendar days and attempt to resolve the dispute(s) through discussion.

Should the dispute regarding the application or interpretation of this memorandum remain unresolved after such meetings, any party to the dispute may within a further ten (10) calendar days refer the matter(s) to arbitration in accordance with Article 28 (Arbitration Procedure).

MEMORANDUM OF UNDERSTANDING # 6

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

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 site/Employer, 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/program/site/Employer, 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 Employers, with the Provincial Health Labour Relations Services and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort where reasonably possible.

MEMORANDUM OF UNDERSTANDING # 7

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

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, residents 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, 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 # 8

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: ORGANIZATIONAL CHANGES – IMPACT ON THE BARGAINING UNIT

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

- a) a process for advising members of the change including content and timing;
- b) the process by which the change will be implemented including a labour adjustment strategy where the number of bargaining unit members will be affected;

- c) a process by which the Employer and the Association will communicate throughout the change including a point of contact for each party; and,
- d) an opportunity for the Association to recommend modifications to the change(s).

MEMORANDUM OF UNDERSTANDING # 9

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: REDEPLOYMENT PRINCIPLES

1. PURPOSE:

- 1.1 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.2 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.
- 1.3 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.

- 1.4 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the abovementioned unions and employers.
- 1.5 For the purposes of this Letter of Understanding "receiving agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the "sending agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.6 All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.
- 1.7 "Central Redeployment List" means a list of employees who have been laid-off from a participating employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.2 herein.
- 1.8 Manitoba Council of Health Care Unions (MCHCU) will be provided with a copy of the Central Redeployment List, with an updated list provided on a continuing basis.
- 1.9 "Provincial Health Care Labour Adjustment Committee" (hereinafter referred to as the "Committee") refers to the committee established by an agreement commencing January 20, 1993 between The Government of Canada, The Government of Manitoba, Manitoba Health Organizations Inc., and Manitoba Council of Health Care Unions.

2. SENIORITY:

- 2.1 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.
- 2.2 Employees without a Collective Agreement shall not have seniority rights.
- 2.3 Transfer of Seniority - The affected employer(s) and affected union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

3. TRIAL PERIOD:

- 3.1 Employees who move to a new bargaining unit/employer may be required to serve a trial period in accordance with the Collective Agreement in the receiving facility. If unsuccessful in the trial period, the employee shall return to the Central Redeployment List and to the recall list of the sending employer.

4. NEW AND VACANT POSITIONS:

- 4.1 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/unions.
- 4.2 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.1, the receiving facility within a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Central Redeployment List. If there are no applicants/no qualified applicants from the same region, the receiving

facility shall provide preferential consideration to qualified applicants from other regions who are on the Central Redeployment List.

The following provisions shall apply in filling the vacancy:

- a) Employees on the Central Redeployment List shall be listed in order of seniority [as per "sending" Collective Agreement(s)];
- b) subject to 4.1, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the abovementioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
- c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- d) in assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- e) receiving facilities job description applies vis-à-vis qualification requirements;
- f) Once an employee has been permanently redeployed and has completed the trial period with a receiving employer, they shall relinquish any recall rights to their former employer unless they are laid off from the receiving employer. Should an employee be laid off from the receiving employer, they will be placed back on the recall list with the sending employer for the balance of time they would have been on the recall list. They will also have recall rights in accordance with the Collective Agreement of the receiving employer

and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending employer and the original receiving employer.

5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:

- 5.1 In the event of a transfer(s) of service/merger/amalgamation, the affected employer(s) and unions shall meet to determine whether employees should have the opportunity to move with the service or department to the receiving facility, to the extent that such positions are available.

6. PORTABILITY OF BENEFITS:

The following benefits are portable:

- 6.1 Accumulated income protection benefits/sick leave credits.
- 6.2 Length of employment applicable to rate at which vacation is earned.
- 6.3 Length of employment applicable to pre-retirement leave. NOTE: The Winnipeg Regional Health Authority - Deer Lodge Centre Site limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.4 Length of employment for the purposes of qualifying to join benefit plans, e.g., two (2) year pension requirement.

6.5 Benefits - An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.

6.6 Salary Treatments –

a) If range is identical, then placed step-on-step;

b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.

NOTE: No red-circling provision except for The Winnipeg Regional Health Authority - Deer Lodge Centre Site employees who were guaranteed provisions as contained in the "Transfer Agreements" for the 1983 and 1987 transfer from federal to provincial jurisdiction and for whom the red-circling provisions were in place prior to the inception of this Letter of Understanding.

6.7 Upon hire of an employee from the Central Redeployment List, the receiving employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending employer under this Letter of Understanding.

7. OTHER CONDITIONS:

7.1 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.

7.2 Salary and vacation earned to date to be paid out by sending employer.

7.3 Banked time including overtime bank, stat bank, to be paid out by sending employer.

8. TRAINING:

8.1 The parties agree that provisions for training will be dealt with by the Committee.

9. ADMISSION OF NEW MEMBERS:

9.1 The parties hereby authorize the Committee to admit new signatories as participating employers or participating unions in such manner and upon such terms as the Committee in its discretion deems appropriate without the necessary consultation or agreement with existing signatories. Upon admission to this agreement such new signatories will have the same rights and obligations as existing participating unions and participating employers, effective the date of such admission.

10. ACCEPTANCE OF LETTER OF UNDERSTANDING:

10.1 Signatories to this Letter of Understanding agree to accept this letter without amendment. Any subsequent amendment to the Letter of Understanding shall only be implemented if approved pursuant to Article 12.

11. DURATION

11.1 This Letter of Understanding shall be in full force and effect for an indefinite period commencing the date of signing. In the event that any one of the parties signatory to this Letter of Understanding wishes to terminate its participation in this Letter of Understanding it shall give

sixty (60) days written notice to the Committee and to the appropriate bargaining agent or Employer in respect of its collective agreement. Such termination shall not invalidate this Letter of Understanding as affects the other signatories except for the specific Employer or bargaining agent that is party to the relevant and affected collective agreement.

12. AMENDMENTS:

12.1 Amendments to this Letter of Understanding shall be effective if passed by the Committee after consultation with the signatories to the Letter of Understanding as outlined herein. All signatories shall receive a copy of the proposed amendment(s). Each signatory shall have thirty (30) calendar days during which to express its concerns (if any) about the proposed amendment(s). Any unresolved concerns must be reconciled by the respective employer/labour caucus prior to a Committee vote being conducted. If there are no concerns raised by signatories to the proposed amendments the Committee shall be empowered to implement the amendment(s).

13. APPEAL PANEL:

13.1 Should a dispute(s) arise between a participating union(s) and a participating employer(s) regarding the application, interpretation or alleged violation of this Letter of Understanding, the parties concerned shall meet and attempt to resolve the dispute(s) through discussion. Should the dispute remain unresolved, any party to the dispute may refer the matter(s) to an Appeal Panel composed of:

- Two (2) persons from Participating Employers who are not directly involved in the dispute;

- Two (2) persons from the Participating Unions who are not directly involved in the dispute.

The Appeal Panel shall set its own procedures for hearing the dispute and may accept any evidence that it deems appropriate. Only lay advocate(s) shall be utilized by each party to the dispute in the presentation of its case.

The Appeal Panel shall make every effort to mediate the dispute to resolution.

Should efforts to mediate fail, the Appeal Panel shall submit its written recommendation(s) for settlement to the parties concerned, within fourteen (14) calendar days.

Any dispute under the Letter of Understanding shall not be resolved by grievance or arbitration pursuant to the collective agreement. The Appeal Panel is intended to be the only vehicle for resolution of such disputes.

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 # 10

Between:

WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")

And

MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")

RE: REASSIGNMENTS IN THE EVENT OF STAFFING SHORTAGES OR SHIFT VACANCY (EFFECTIVE DATE OF RATIFICATION)

1. In the event of a reassignment being necessitated by a staffing shortage **or vacancy** within the Employer, an employee may be reassigned subject to the following conditions:
 - a) Before reassigning an employee, the Employer shall take the reasonable steps available to fill the vacant shift(s), including seeking **qualified** volunteers to work the necessary shift(s).
2. Those Employees reassigned (whether voluntary or **involuntary**) external to the program/site or outside a fifty (50) km radius within the program/site shall be compensated as follows: the greater of six (\$6.00) per hour or fifteen percent (15%) **[Applicable to Emergency Response Services: seven dollars (\$7.00) per hour or seventeen percent (17%) for reassignments greater than fifty (50) km]** above their

normal rate of pay for all hours worked while reassigned (for clarity this premium is over and above overtime rates, where overtime is earned during reassignment). Such reassignment of employees will be applied as equitably as reasonably possible amongst those employees who are qualified and able to perform the duties on a quarterly basis as follows:

- a) The reassignment will enhance the well-being of other employees working at the facility/program/site and will not adversely impact the well being of the employee who is reassigned.
- b) No employee will be compelled to accept a reassignment greater than fifty (50) kms from their base location.
[Applicable to Emergency Response Services: seventy-five (75) kms]
- c) Where an employee is reassigned external to the program/site or outside a fifty (50) km radius within the program/site within the Employer, they shall also be compensated as follows:

Provided with a daily 'Work Disruption Allowance' as follows:

- Over 1 and up to – 49 km between sending and receiving site - \$40
- Between 50 – 99 km between sending and receiving site - \$80
- Between 100 – 149 km between sending and receiving site - \$130
- 150 km more between sending and receiving site - \$180

Where an employee is involuntarily reassigned to an alternate program/site, and the employee's travel time is greater than the distance to their regularly assigned **base location**, the additional travel time will be considered time

worked and eligible for overtime compensation as per the conditions of the Collective Agreement.

- d) Where a change in work schedule is required by the Employer (receiving Department/ facility/program/site) because of a reassignment, the employee(s) shall be compensated with a 'Shift Disruption Allowance' as described below for each shift that has been changed and worked by the employee. The following rules shall apply:

Compensation of one of the following amounts as applicable per shift, whichever is greatest:

- \$25 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than one (1) hour and up to four (4) hours**; or
- \$35 Impact Shift Changes: a change is made to the calendar day that an employee was scheduled to work (no change to shift length or shift description)**; or
- \$50 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than four (4) hours; or a change is made to the shift length (e.g. 8 to 12 hours); or a change is made to the shift description (e.g. from straight Days to Days/Nights, or from straight Days to Days/Evenings)**;

It is understood that the provisions of Article 1204 shall apply

- i. Shift disruption allowance will not be paid on days during which the employee does not work or for shifts that have not been changed;
- ii. Employees shall not be eligible to receive overtime as a result of changes to their shift length (i.e. changing from 8 to 12 hour shifts), unless they are in an overtime situation as identified in the employee(s)

respective Collective Agreement and are now required to work additional hours. For clarity, adding hours to shift duration when an employee has been reassigned during the course of their shift, shall result in daily overtime compensation.

- iii. Changes to shift length must not cause a decrease to the employees' EFT; and
 - iv. Shift disruption allowance will cease to be paid, upon the effective date of the subsequent shift schedule which shall be posted in accordance with the Collective Agreement, and the employee is scheduled as posted. If this posted schedule is disrupted, the employee shall be paid in accordance with i. above. When the reassigned employee is returned to their regular assignment, the Shift Disruption Allowance is not applicable.
- e) Where an employee is involuntarily reassigned for more than three (3) shifts or twenty-three point two five (23.25) hours (whichever is less), in a four (4) week period (commencing the date of the first reassignment), all subsequent involuntarily reassigned regular (non-overtime rate) hours shall be paid at double (2x) the reassignment compensation, as provided in paragraph #2 above (\$6/hour or $15\% \times 2 = \$12/\text{hour}$ or 30%, whichever is greater).
- f) Reassignments as #2 above will be made by the out-of-scope manager with as much notice as possible. Selection of the employee to be reassigned shall be based on ability and experience and shared as equally as possible amongst the employees in each program/site. It is understood that such reassignments will only occur within a fifty (50) kilometre radius **[Applicable to Emergency Response Services: seventy-five (75) km radius]** of the employee's

base location unless a greater distance is mutually agreed between the Employer and the employee.

3. Orientation will be provided 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.
4. Employees who are reassigned within the Employer shall be reimbursed for expenses in accordance with Article 17 (Travel Expenses).
5. In the event of a long term or repetitive vacancy which the Employer has not been able to fill in accordance with the Collective Agreement, the Employer and Association shall meet to determine measures to address the vacancy. Such measures may include consideration of additional incentives to attract applicants to the position. Either party may refer the issue to the **Labour/Management** Advisory Committee as provided for in Article 38 (Committees).
6. The Employer shall notify the Association no less often than monthly of each occurrence where an employee is reassigned whether voluntarily or involuntarily.

MEMORANDUM OF UNDERSTANDING # 11

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

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

5. Staff Mobility - Program Transfers

- I) When programs are transferred, consolidated, or merged from one or more of the **facilities/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.

If vacancies continue to exist after the job competition, the Employer(s) reserves the right to transfer affected employees from the sending **facility/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 **facility/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 **facility/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 **facility/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 **Rule of 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 **facility/site**, or in accordance with previous experience as per Article 905, whichever is greater. If the transfer results in a promotion, Article 1102 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 **facility/site(s)**.

IV) The receiving **facility/site** will provide an orientation period to employees transferring to a new **facility/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 **facility/site** will complete the balance of the period required at the receiving **facility/site**.
- VI) Should the transferred employee decide not to remain at the receiving **facility/site**, such employee shall provide written notice to the receiving **facility/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 **facility/site**.

MEMORANDUM OF UNDERSTANDING # 12

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: MOBILITY - VOLUNTARY TRANSFERS TO VACANCIES

As bargaining unit vacancies arise that any of the sites intend to fill, the following procedures will apply:

1. Vacancies will be filled in accordance with the provisions of the applicable Collective Agreement.
2. An internal and external posting may occur simultaneously. Employees from other Employers will have the right to apply for said vacancy. If the selected employee is a current MAHCP employee, and commences employment with the receiving Employer within six (6) weeks of termination of employment from their former Employer, that employee will be entitled to transfer all seniority, service, and other benefits as specified hereinafter, and will be treated in all respects as if they had always been an employee of the receiving 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 **Rule of 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 1102 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 Employer.

3. Selection shall be in accordance with the terms of the Collective Agreement.

MEMORANDUM OF UNDERSTANDING # 13

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: PROVINCIAL MULTI-UNION PROFESSIONAL TECHNICAL PARAMEDICAL SECTOR MOBILITY

The Parties have been engaged in collective bargaining for the professional technical paramedical sectors' collective agreements subsequent to the enactment of *The Health Sector Bargaining Unit Review Act* (HSBURA);

The Parties recognize the importance of the retention of qualified employees working within the provincial healthcare system and the ability to retain accrued benefits across the system provincially.

The Parties agree the following will apply:

1. Unless specified otherwise within the provisions of the receiving collective agreement, where an MGEU Professional Technical Paramedical employee is the successful applicant to a position with an Employer in an Employers Organization represented by MAHCP, the employee will be entitled to the mobility of their accrued benefits as follows:

Mobility of Benefits

Employees shall be entitled to mobilize the following benefits:

- a) Accumulated income protection benefits/sick leave credits.
- b) Continuous service applicable to the rate at which vacation is earned.
- c) Continuous service applicable to pre-retirement leave.
- d) Continuous service for the purpose of qualifying to join benefit plans, e.g., two (2) year pension requirement.
- e) Benefits - An incoming employee is subject to the terms and conditions of the receiving agreements benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
- f) Hourly Rate of Pay:
 - i. If range is identical, then placed step-on-step.
 - ii. If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's hourly rate of pay.

The above (i) and (ii) are subject to the provisions of the long service step.
- g) Hours worked for the purpose of calculating the next increment.
- h) Any vacation hours earned.
- i) 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 Employer.

2. Employees shall not be entitled to mobilize the following:

- a) Seniority Hours; or
- b) Banked Overtime or General Holidays, these are to be paid out by sending Employer.

MEMORANDUM OF UNDERSTANDING # 14

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: PORTABILITY – COMMUNITY THERAPY SERVICES (CTS) ONLY

Applicable to transfers between the Employer Organization and Community Therapy Services only subject to the mutual agreement from CTS:

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.

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

Note #1: The agreement to include this memorandum in the collective agreement is subject to the identical memorandum being included in the CTS agreement.

Note #2: Seniority (hours) transferred shall not exceed seniority provisions of the receiving facility.

MEMORANDUM OF UNDERSTANDING # 15

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: GRIEVANCE INVESTIGATION PROCESS

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

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

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

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

Part 1 - GENERAL

1. It is understood that this process and the appointment of the Grievance Investigator is to continue concurrent with the

Collective Agreement and be subject to the Term of the Agreement.

2. The Grievance Investigator shall be an individual jointly approved by the MAHCP and representatives of the Employer Organization (Provincial Health Labour Relations Services). The terms of appointment of the Grievance Investigator shall be set out in a separate document between the MAHCP, the PHLRS and the Grievance Investigator.
3. It is recognized that Grievance Investigation is a **voluntary** process and either party may **request that any grievance be submitted to Grievance Investigation; however, both parties must agree on each case to be so submitted. Where such mutual agreement cannot be reached then the provisions of the Collective Agreement regarding Arbitration shall apply.**

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

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

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

grievance procedure will be circumvented and the grievance matter will be submitted directly to GIP.

4. The Grievance Investigator shall conduct an investigation into each grievance jointly submitted to 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, 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.
 - d) **otherwise assist the parties in reaching a resolution.**

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

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

5. The Grievance Investigator is expected to give a verbal opinion at the conclusion of a hearing, and to submit a brief written opinion to each of the parties within seven (7) 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 (7) calendar days following receipt of the Investigator's written opinion, submit it in writing to both the Investigator and the other party, their reasons for non acceptance. Such reasons shall not be admissible at any future arbitration hearing or Grievance Investigation proceeding. Where one or both of the parties does not accept the opinion of the Investigator then the option shall remain to utilize the Arbitration procedure contained in the Collective Agreement.

7. The parties shall jointly prepare guidelines to assist the Grievance Investigator in meeting the expectations of the parties. These guidelines may be amended from time to time during the Collective Agreement as circumstances warrant and as mutually agreed. The parties shall meet on a province wide basis through staff representatives of the MAHCP and the PHLRS at the request of either of these two bodies, but not less frequently than every six (6) months to review the operation and utilization of the Grievance Investigation Process.
8. Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during or after its referral to the Grievance Investigation Process.

9. It is expressly understood that the Grievance Investigation Process is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

Part 2 - SUBMISSION OF GRIEVANCE

1. In all cases the grievance procedure contained in the Collective Agreement will continue to apply, however, where the grievance procedure has been exhausted and a party has certain time limits to refer the matter to arbitration, that party might instead within this time limit, advise the other party in writing of its desire to refer the matter to the Grievance Investigation Process. Where such a request is made, the time limits referenced in the grievance procedure shall be temporarily suspended until:
 - a) the other party advises the party who has made such a request that it does not agree to refer the matter to the Grievance Investigation Process, or
 - b) fourteen (14) calendar days have elapsed from the date the request was made and the other party has failed to respond, or
 - c) fourteen (14) calendar days have elapsed from the date upon which the Grievance Investigator issued 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 and/or LRS representatives. This stipulation shall not prevent the Grievance Investigator from requesting the attendance of any other person who can assist in clarifying the issue in dispute.
3. The parties agree to provide the Investigator with a jointly prepared statement of facts in an effort to narrow the scope of any dispute and to minimize the need to present evidence through witnesses. The Grievance Investigator may through the course of 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 him 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.
5. **Each party shall pay for their own costs associated with any witnesses (wages, payroll costs, and expenses) that are used to provide information as part of their evidence.**

The Employer will be responsible for paying the grievor for the time of attendance at the GIP hearing at straight time rates.

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 chairman of an arbitration board hearing a dispute involving one or both of the parties except in the case of a dispute which has previously been referred to 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 him 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.

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

MEMORANDUM OF UNDERSTANDING # 16

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: RECRUITMENT AND SELECTION PROCESS

The parties acknowledge and confirm that effective and consistent practices relative to recruitment and selection to vacant positions are critical to maintain and preserve a highly competent and qualified professional and technical healthcare workforce in Manitoba.

It is further agreed that specific procedures utilized throughout all phases of the selection process must include as a basic foundation, the formulation of bona fide and job-related selection criteria, including consideration of seniority. As outlined below, the process must be carried out consistent within the provisions of the Collective Agreement.

The parties agree that the selection process must be seen to treat all applicants fairly, objectively, and in a non-partisan manner at all times.

The employer has therefore developed, in consultation with the Association, terms of reference/guidelines detailing phases of

the selection process to ensure outcomes are objective and to maintain integrity and accountability in all staffing activity undertaken.

Terms of reference/guidelines as above, shall be reviewed between the parties within 180 days of the signing of the Collective Agreement, and will be subject to further review as may be deemed appropriate and necessary from time to time. Either party may initiate the review. The parties agree that they may request assistance from other resources as deemed necessary.

The terms of reference/guidelines will encompass, but will not be limited to:

- The formulation of selection criteria, such as seniority, knowledge, abilities/skills, aptitudes, personal suitability, experience, education, certification, etc., under which managers shall determine qualifications required for the position.
- The use and application of selection criteria in the selection process.
- The composition of Selection Boards
- Meaningful feedback to applicants.

MEMORANDUM OF UNDERSTANDING # 17

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: INCREASE OF EFT

Notwithstanding Article 11 (Vacancies, Term Positions and New Positions) 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 (Hours of Work) and

Article 13 (Shift Schedules). 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 (Hours of Work) and Article 13 (Shift Schedules) 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.

MEMORANDUM OF UNDERSTANDING # 18

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: REDUCTION OF EFT

Where an employee has achieved Rule of 80 or is otherwise eligible to retire in accordance with their respective pension plan and submits a written request to the Employer to reduce their EFT for a specified period of time up to their intended retirement date, the following shall apply:

- a) The employee shall communicate in writing to the Employer that they qualify as per the conditions outlined above.**
- b) The employee currently holds a 0.7 EFT or greater and rather than retire or take a casual position, wishes to reduce their EFT.**

The Employer shall where reasonably practicable make the necessary adjustments to accommodate the request of the employee, subject to operational requirements. Such requests shall be considered in order of seniority amongst eligible employees.

MEMORANDUM OF UNDERSTANDING # 19

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: TEN (10) HOUR SHIFT

Note: 10 hour shifts will only be implemented by agreement between the Employer and the Association.

1. A "10" hour shift for employees working 7.75 hours (2015 annual hours) will be 9.69 paid hours to be scheduled at 10.00 hours.
2. There shall be twenty-four (24) regular "10 hour" shifts in each three (3) consecutive bi-weekly periods, or a combination of 10 hour and regular shifts as defined in Article 1201, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 1201.
3.
 - a) Each "10" hour shift shall be inclusive of two rest periods as defined in Article 1202 of this Agreement. Meal period(s) shall consist of 30 minutes in total with 19.6 minutes unpaid and 10.4 minutes paid for each 10-hour shift.

b) It is understood that variations may exist in the administration of rest and meal periods for “10” hour shift patterns currently in effect. For any new “10” hour shift patterns implemented under this memorandum, rest and meal periods will be administered in accordance with a) above, unless otherwise mutually agreed between the Employer and the Association.

4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement.
6. The paid vacation entitlement received under the “10” hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 1201) shift pattern.
7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half ($1 \frac{1}{2} \times$) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 14 (Overtime) shall apply except for Article 1401. Article 1401 of the Collective Agreement is replaced by items # 1, 2 & 3 above for the purposes of this memorandum.
8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of the Ten (10) Hour Shift Memorandum, the provisions of Article 1303 a) do not apply.

10. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.
11. Upon a minimum of sixty (60) days' notice, the Employer or the Association may discontinue the modified shift schedule.

MEMORANDUM OF UNDERSTANDING # 20

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: TWELVE (12) HOUR SHIFT

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

1. A "12" hour shift for employees working 7.75 hours (2015 annual hours) will be 11.625 paid hours to be scheduled at 12.25 hours
2. There shall be twenty (20) regular "12 hour" shifts in each three (3) consecutive bi-weekly periods, or a combination of 12 hour and regular shifts as defined in Article 1201, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 1201.
3. a) Each "12" hour shift shall be inclusive of two rest periods as defined in Article 1202 of this agreement. Meal period(s) shall consist of 60.0 minutes in total with 37.5 minutes unpaid and 22.5 minutes paid for each 12-hour shift.

b) It is understood that variations may exist in the administration of rest and meal periods for “12” hour shift patterns currently in effect. For any new “12” hour shift patterns implemented under this memorandum, rest and meal periods will be administered in accordance with a) above, unless otherwise mutually agreed between the Employer and the Association.

4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement.
6. The paid vacation entitlement received under the “12” hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 1201) shift pattern.
7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half ($1 \frac{1}{2} \times$) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 14 (Overtime) shall apply except for Article 1401. Article 1401 of the Collective Agreement is replaced by items # 1, 2 & 3 above for the purposes of this memorandum.
8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of the Twelve (12) Hour Shift Memorandum, the provisions of Article 1303 a) do not apply.

10. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.
11. Upon a minimum of sixty (60) days' notice, the Employer or the Association may discontinue the modified shift schedule.

MEMORANDUM OF UNDERSTANDING # 21

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: FLEX TIME

Not applicable to Midwives

Applicable to all except as noted below:

WHEREAS the parties recognize the mutual benefit of flex time to support the work/life balance and recruitment and retention of professional technical paramedical staff;

AND WHEREAS the suitability of flex time will vary according to specific operational requirements or employee circumstances;

NOW THEREFORE the parameters for flex time shall be as follows:

- 1. When an employee initiates a request for flex time, such request shall require the mutual agreement of the employee and their supervisor. The Employer shall not direct the employee to utilize flex time to offset overtime.**
- 2. a) An employee may work alternate hours during the day or in a bi-weekly period in order to facilitate the provision of services and/or to accommodate the employee's personal schedule. Such alteration of hours, although subject to Employer approval, is voluntary and at the discretion of the employee.
b) The determination of operational requirements to meet the provision of services remains at the sole discretion of the Employer. In this regard, there may be circumstances where flex time may not be possible; however, no request shall be unreasonably denied.**
- 3. In instances where working alternate hours under these circumstances results in additional hours being worked in a day or bi-weekly pay period the following will apply:**
 - a) Flex time will be maintained in a flex time bank with a written record.**
 - b) Flex time will be compensated by granting the equivalent time off at the regular rate of pay.**
 - c) Employees shall take the equivalent time off at a time mutually agreeable to the employee and their supervisor. To the extent practicable, this time off shall occur in the same pay period in which it is accumulated.**

- d) Flex time is to be taken by fiscal year end and if this is not possible, taken within the first month of the following fiscal year.**
- e) Flex time taken as per b) above will be considered regular hours for the purpose of qualifying for overtime in accordance with Article 1401 a).**

WCHREO

For employees in the Winnipeg-Churchill Health Region Employers Organization – Klinik Community Health, Mount Carmel Clinic, Nine Circles Community Health Centre, Nor'west Co-Op Community Health, Sexuality Education Resource Centre Manitoba, Women's Health Clinic – see MOU #104 Re: Flex Time.

MEMORANDUM OF UNDERSTANDING # 22

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: CALLBACKS AND REST TIME

The parties acknowledge the need to address concerns related to the health and safety implications of on-call and call-backs to an employee's overall health and possible solutions to mitigate and address those impacts including but not limited to the possible introduction of language addressing insufficient off duty hours.

Therefore, the parties agree to establish a Callbacks and Rest Time Committee, with equal representation from the Employer, MAHCP, and its membership. The Committee will consist of an equal number of Employer and MAHCP/Employees, the number of which shall be mutually agreed.

The Employer and the Association shall be responsible for their respective salaries and associated costs of their Committee members. Other persons may be invited to participate as mutually agreed by both parties.

The Committee shall meet as frequently as mutually agreed by the parties.

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

MEMORANDUM OF UNDERSTANDING # 23

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: WORKLOAD REVIEW PROCESS

- 1. An employee with a workload concern shall discuss the issue with their immediate out-of-scope manager, or designate, who will take reasonable steps to address the concern without undue delay.**
- 2. If the concern is not resolved in the initial discussion, the employee may complete and submit an MAHCP Workload Assessment Form describing the outstanding concern(s). A copy of the Workload Assessment Form completed by the employee shall be forwarded by the Association to the Human Resources Consultant, or other designate as determined by the Employer who is outside the bargaining unit.**
- 3. The immediate out-of-scope manager, or designate, shall review and assess the concern raised within a reasonable timeframe and respond to the employee, and provide a copy to the Association, in writing upon conclusion of the review and assessment outlining any action(s) taken and if any**

further actions will be implemented. A reasonable timeframe will depend on the complexity of the concern and the workplace context; however, the Employer shall advise the employee and the Association if a response cannot be provided within fourteen (14) calendar days.

4. A copy of the Workload Assessment Form will be sent to the Labour/Management Advisory Committee (LMAC) for discussion.

5. If the concern is not resolved after completion of the process outlined above, the employee may utilize the grievance procedure.

MEMORANDUM OF UNDERSTANDING # 24

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: PROVINCIAL MAHCP CASELOAD MANAGEMENT WORKING GROUP

WHEREAS the parties recognize the importance of caseload management which may include, but is not limited to, patient and client needs assessment, process efficiencies, and caseload volume tracking;

WHEREAS the Association advocates for reasonable caseload expectations to provide best patient care while providing a safe work environment for its members;

WHEREAS the parties recognize the importance of collaboration between the Employers Organizations and the Association in an open and supportive manner to assess and strategize methods to address caseload management issues;

NOW THEREFORE, the parties agree as follows:

1. Within one-hundred and twenty (120) calendar days of the date of ratification, the parties will establish a Provincial MAHCP Caseload Management Working Group for the Employers Organization to discuss strategies in addressing caseload management issues.

2. The Working Group will be a solution-focused group co-chaired by the Employers Organization and the Association with equal representation between the parties not to exceed eight (8) members in total [four (4) representatives from the Employers Organizations and four (4) representatives from the Association].

3. The Employers Organizations and the Association shall be responsible for their respective salaries and associated costs of their Working Group members. Other persons may be invited to participate as mutually agreed by both parties.

4. The Working Group shall meet as frequently as agreed by the parties.

5. In discussing strategies to address caseload management issues, the parties may consider the following resources:

- Governing/licensing bodies that suggest appropriate caseload sizes;**
- Relevant published academic studies/literature;**
- Benchmarking with other jurisdictions with similar service delivery;**
- Other relevant evidence-based sources.**

6. This Memorandum of Understanding will remain in effect for the life of the Collective Agreement.

MEMORANDUM OF UNDERSTANDING # 25

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: PSYCHOLOGICAL HEALTH AND SAFETY WORKING GROUP

The parties support the psychological health and safety of employees within the Province of Manitoba's universal public health system, recognizing that it is a strategic priority of the wellbeing of employees.

1. The parties agree to the establishment of a Psychological Health and Safety, Working Group. This Working Group will function under a Provincial Committee made up of representatives of Association and Employer representatives to review physical and psychological health and safety concerns.
2. The Working Group will consist of equal number of representatives [three (3) from MAHCP and three (3) from the Employer] from the Employers Organizations and the Association with the following representatives:
 - (a) MAHCP
 - (b) PHLRS (or designate)

(c) Employers Organizations Representative

- 3. 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 Psychological Health and Safety Working Group.**
- 4. The Working Group meetings:**
 - (a) will be co-chaired by an Employer Representative and an Association Representative.**
 - (b) Meet at such times as it may be determined with a minimum of quarterly meetings.**
 - (c) Meetings will commence within sixty (60) days of ratification of the MAHCP Collective Agreement.**
- 5. The Employer and the Association agree to cooperate in the promotion of psychologically healthy and safe working conditions and practices, using the guidance of the Canadian Standards Association (CSA) Psychological Health and Safety Standard, to:**
 - Recommend policy changes;**
 - Recommend initiatives to promote a positive safety culture and employees' well-being;**
 - Recommend safety measures for implementation.**

Recommendations may be brought forward to the Provincial Lead, Health Workforce.

- 6. The Psychological Health and Safety Working Group will be in existence for the duration of the Collective Agreement and will be extended only if mutually agreed to between the parties.**

MEMORANDUM OF UNDERSTANDING # 26

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: PRECEPTING STUDENTS

Applicable to all employees except those positions where the primary function involves instructing and educating students.

The parties recognize the valuable contribution employees provide in precepting students and therefore, the following shall apply:

- a) Prior to the commencement of a preceptorship, the Employer and employee will review and discuss work assignment impacts as required.**
- b) The Employer shall establish a roster on which employees may indicate their interest in providing precepting to students. In assigning preceptor duties, the Employer shall first consider the employees on the roster in a fair and equitable rotational basis.**

MEMORANDUM OF UNDERSTANDING # 27

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: RETURN OF SERVICE

WHEREAS the parties recognize the importance of enhancing skills for specialized areas and/or initiatives related to recruitment and retention;

AND WHEREAS such education/training and recruitment initiatives are a significant investment by the health care system;

NOW THEREFORE the parties agree that the Employer may enter into a Return of Service Agreement with an individual employee as follows:

1. A Return of Service Agreement must be agreed to and signed by the Association, the employee and the Employer. A copy of the agreement will be provided to the Association and the employee.
2. All terms and conditions agreed to in an executed Return of Service Agreement shall be fulfilled by the individual employee and the Employer.

3. Notwithstanding the above, should the employee not fulfill the terms of an executed Return of Service Agreement, the employee shall be indebted to the Employer for the amount of debt owing for any unfulfilled portion of the terms and conditions. Recovery of any debt owing to the Employer shall be considered an authorized deduction in accordance with Article 41 (Overpayments and Under Deduction) but shall not be considered an overpayment. If, for any reason, the debt owing cannot be recovered through a payroll deduction, the Employer may pursue other means of recovery including, but not limited to, initiating a civil action in a Manitoba Court.
4. Return of Service Agreements shall not conflict with any other terms of the applicable Collective Agreement.
5. The terms of the Return of Service Agreement shall include, but not be limited to:
 - a) The monetary value of the Return of Service Agreement.
 - b) The calendar time and hours worked required to fulfill the agreement.
 - c) In the case of skills enhancement, the expected date of completion of the program.
 - d) The unit and/or program and/or location where the hours must be worked in order to count towards fulfillment of the agreement, which can be amended by mutual consent of the employee and Employer.
 - e) The amount of monetary repayment shall be assessed and hours worked toward fulfillment of the employee's obligation shall be taken into account. Any such amounts shall be prorated based on the total hours of work required for the original term of fulfillment of the agreement.
 - f) In the event that an Employer is no longer able to provide an employee with the opportunity to fulfill the terms of the agreement, the employee shall not be obligated for repayment and the agreement shall become null and void.

- g) In the event of an approved leave of absence, during the repayment period, the Employer and the individual employee shall meet to revise the calendar time and hours worked required to fulfill the agreement. The employee can elect to include the Association in such meeting.
- h) Should the employee fail to return to work as required under the Return of Service Agreement, the employee is indebted to the Employer as per paragraph 3 above.

In the event of the death of an employee prior to completion of any of the requirements of a Return of Service Agreement, the employee's estate shall not be obligated to the Employer for any repayment and the agreement shall become null and void.

MEMORANDUM OF UNDERSTANDING # 28

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: MAHCP MARKET ADJUSTMENT AND WAGE STANDARDIZATION COMMITTEE

**PHLRS, on behalf of the Employers, confirms the annual
fiscal funding of:**

- **Two million dollars (\$2,000,000), effective April 1, 2024;**
- **38.39 million dollars (\$38,390,000), effective April 1, 2025;**
- **43.39 million dollars (\$43,390,000), effective April 1, 2026;**
- **47.8 million dollars (\$47,800,000), effective April 1, 2027.**

1. Market adjustment issues (unless otherwise negotiated) between the parties at the table may include but is not limited to, inequities not addressed from previous wage standardization, market adjustments, salary scale adjustments within bargaining units, etc.

2. The Employers Organizations and the Association (“Parties”) agree to establish a Market Adjustment Committee the purpose of which shall be to determine what, if any, classifications warrant a Market Adjustment or needs to be Standardized. Market Adjustments need to be based on evident recruitment/retention patterns or wage differentials. The parties agree that all relevant data will be shared between the parties and a dedicated Shared Health Finance representative will attend meetings. The data used for calculations will be the most current available at the commencement of the committee. In order to facilitate the distribution of the funds, all relevant data will be shared between the parties.

Data shared will include but is not limited to:

- Classification by site/regional employer**
- Budgeted/Actual EFT**
- Current vacancies**
- Planned future program expansion for EFT levels**

As such, the Parties agree to establish a committee consisting of equal representation from the Employers Organizations and the MAHCP not to exceed six (6) committee members in total, [three (3) representatives from the Employers Organizations and three (3) representatives from the Association]. The Market Adjustment Committee will commence meeting within ninety (90) days of the ratification of all three (3) of the MAHCP 2024-2028 collective agreements. Additional representatives may be invited to attend as determined by the committee to provide necessary information.

In priority order:

- I. Excluding ERS, a three dollar (\$3.00) increase on the second from top scale of each classification with the percentage of the increase applied to all steps in the scale applicable April 1, 2025.**

II. Wage Scale Standardization

The parties agree to review all classifications that exceed “Year 6/ Sixth Step” on salary scale and will create a new scale not exceeding six (6) steps. No member will see a decrease in pay. During this process the 2nd from top and the top step (not long service steps) will remain the same and the bottom steps will be adjusted to account for appropriate start rate and differentials. This process will be completed as soon as possible from date of ratification. This will be implemented once complete and applicable April 1, 2025.

Any classification that exceeds “Year 6” on salary scale will have a new scale created not exceeding six (6) steps and in the new scale no member will see a decrease in pay. This process will be completed within nine (9) months of ratification. This will be implemented once complete and applicable April 1, 2025.

- III. Allocation of the Fund as noted above will review and standardize Mental Health, Community, and Social Work classifications for equivalency and similar work functions may be effective April 1, 2024.**

IV. The Parties will implement a Rural Factor Adjustment effective April 1, 2025: For all employees working in rural Manitoba (excluding Winnipeg and Brandon) below the 53rd parallel a fee differential of 2.5% will be applied to all Schedule A wages. Effective April 1, 2027: For all employees working in rural Manitoba (excluding Winnipeg and Brandon) below the 53rd parallel an additional fee differential of 2.5% will be applied to all Schedule A wages.

V. The parties shall consider the Ontario West Average (OWA) or other appropriate formula to assist with allocating available funds.

VI. Additional Market Adjustments:

Criteria: Any adjustment(s) shall be based on evident recruitment/retention criteria, i.e.: adjustment(s) applicable to only those classifications for which it has been demonstrated that there have been recruitment/retention challenges; or wage discrepancy;

The Parties may also take into consideration relevant criteria including, but not limited to, the following:

- a) Service delivery impacts;**
- b) Vacancy rate analysis;**
- c) Salary and market conditions.**

VII. Review of Appendix A

All adjustments noted above to be applied after the respective GWI and adjustments for that year.

3. Any adjustment(s) will be effective at a mutually agreeable date(s) as decided by the committee but no sooner than April 1, 2024; and

It is recognized and agreed by the Parties that:

a) Where the Parties are unable to agree upon allocation of any part of the Fund, the Parties will appoint an adjudicator to determine the issue. If the Parties are unable to agree upon an adjudicator, the Parties may submit a request to the Manitoba Labour Board. The adjudicator's ruling shall not exceed the financial capability of the Fund. The ruling of the adjudicator shall be final and binding on all Parties. Expenses and fees of the adjudicator shall be shared between the Parties. These costs will not be charged against the Fund.

Expenses and fees of the adjudicator shall be shared between the Parties. These costs will not be charged against the Fund.

4. Costs associated with the MAHCP Market Adjustment and Standardization Committee will be borne as follows:

a) Employees will not suffer a loss of pay or benefits as a result of participation on the joint committee (at the expense of the Employer).

b) Each party shall be responsible for its own incurred expenses.

c) Any agreed to change or adjudication shall be implemented within sixty (60) days.

5. Matters contained in this Memorandum of Understanding shall not be subject to the grievance and arbitration procedure. Once the committee or adjudicator determines a scale and/or rate change, the application, implementation or change would be subject to the grievance and arbitration process.

MEMORANDUM OF UNDERSTANDING # 29

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: APPLICATION OF LONG SERVICE STEPS FOR STANDARDIZED SALARY SCALES

WHEREAS the standardization process that came into effect April 1, 2023 resulted in some classifications being placed on salary scales with additional steps;

AND WHEREAS employees who were at the top step of their original salary scale found themselves no longer at the top step of the new standardized salary scale;

AND WHEREAS employees must be at the maximum step of their salary scale for a minimum of twelve (12) consecutive months in order to be eligible for the Fifteen (15) Year Long Service Step, in accordance with Article 911;

NOW THEREFORE the parties agree that employees who are currently in one of the identified classifications and who reached, or were at, fifteen (15) years of continuous service with the Employer on or after April 1, 2024, shall

receive the Fifteen (15) Year Long Service Step on April 1, 2024 or when reached.

The parties agree to amend the list as required.

MEMORANDUM OF UNDERSTANDING # 30

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

**RE: ICU, ED (WITH ICU), ED/URGENT CARE (WITHOUT
ICU) PREMIUMS**

ICU PREMIUM

A premium of three dollars (\$3.00) per hour effective thirty (30) days post ratification will be provided to employees for all paid hours worked in a position solely designated in an Intensive Care Unit. (HSC, St. Boniface, Grace, or anywhere else a new ICU is introduced).

ED (with ICU) Premium

A premium of three dollars (\$3.00) per hour effective thirty (30) days post ratification will be provided to employees for all paid hours worked in a position solely designated in an Emergency Department where an ICU exists in the same facility. (HSC, St. Boniface, Grace, and any other

hospital where an ED (with an ICU) is introduced in the future.)

ED/Urgent Care Premium (without ICU)

A premium of two dollars (\$2.00) per hour effective thirty (30) days post ratification will be provided to employees for all paid hours worked in a position solely designated in an Emergency Department/Urgent Care. (Concordia, Seven Oaks, Victoria, The Pas, Flin Flon, Thompson, and any other facility in future where employees are exclusively dedicated to staffing an ED/Urgent Care.)

MEMORANDUM OF UNDERSTANDING # 31

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: "ME TOO"

During the term of the **2024-2028** Collective Agreement, should another healthcare Professional Technical Paramedical union negotiate new additional monetary increases for items such as but not limited to the following:

- General wage increases
 - Special wage adjustments
 - Additional steps on salary scale
 - Shift premiums and responsibility pay
 - Allowances of any kind
 - Bonuses of any kind
 - Overtime rates of pay
- (i.e. any additional compensation in any form)

The Employer will commit to parity for MAHCP members for the same increases, effective on the same calendar date as the other healthcare **Professional Technical Paramedical** union

negotiated. It is understood between the parties that parity with the other healthcare Professional Technical Paramedical union will apply to the cumulative monetary value of all negotiated items, regardless of the timing of their implementation.

It is understood that monetary increases that do not have general application would apply only to MAHCP members who are in like circumstances or group(s). For example, a special adjustment for a particular classification would apply only to the equivalent classification(s) in the corresponding MAHCP bargaining unit.

MEMORANDUM OF UNDERSTANDING # 32

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

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

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

Therefore the parties agree to establish a MAHCP Provincial Technical / Professional/**Paramedical** Recruitment / Retention Planning Committee, with representation from the **Workforce Planning Team**, Employers, MAHCP and it's membership. The Committee will consist of an equal number of **Workforce Planning Team** / Employer and MAHCP / Employees, the number of which shall be mutually agreed. The Employer and the Association shall be responsible for their respective salaries and associated costs of their Committee members. Other

persons may be invited to participate as mutually agreed by both parties.

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

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

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

The Provincial Technical / Professional/ **Paramedical** Recruitment / Retention Planning Committee will be in existence for the duration of the collective agreement and will be extended only if mutually agreed to between the parties. MAHCP members invited to participate shall be compensated as per Article 3809.

MEMORANDUM OF UNDERSTANDING # 33

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: NORTHERN ISOLATION/REMOTENESS RETENTION ALLOWANCE

The parties agree that an Isolation/Remoteness Retention Allowance shall be payable in a lump sum annually to all eligible employees (including full-time, part-time and casual) as follows:

a) Applicable @Cranberry Portage, Cormorant, Easterville, Flin Flon, Grand Rapids, Snow Lake, Sherridon and The Pas:

\$8,800.00 for each full-time employee

b) Applicable @ Bay Line Communities, Gillam, Leaf Rapids, Lynn Lake, Thompson and Wabowden:

\$11,000.00 for each full-time employee

The above amounts shall be prorated on the basis of all regular hours worked in the previous twelve (12) month period (October 1st of the previous year to September 30th of current year as

above). For an employee to be eligible for any portion of the annual lump sum amount, they must be employed as of September 30th of the current year.

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

MEMORANDUM OF UNDERSTANDING # 34

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: NORTHERN RESIDENTS DEDUCTIONS: TRAVEL IN DESIGNATED AREAS (AS DEFINED BY CANADA REVENUE AGENCY)

The Employer is aware of the Northern Residents Deductions: Travel in Designated Areas allowance provided by Revenue Canada and agrees to the following:

1. All parties acknowledge the Northern Residents Deductions: Travel in Designated Areas allowance is administered by Canada Revenue Agency and is subject to any changes implemented by Canada Revenue Agency or any ruling which Canada Revenue Agency may imply in respect to the benefits eligible.
2. Should Canada Revenue Agency reduce the Northern Residents Deductions: Travel in Designated Areas allowance or eliminate the Northern Residents Deductions: Travel in Designated Areas allowance, the Employer shall not be responsible for any costs to make up for the lost benefits.

3. The Employer will not incur any additional costs in implementing the Northern Residents Deductions: Travel in Designated Areas allowance.
4. Any changes to the Northern Residents Deductions: Travel in Designated Areas allowance shall be subject to review by Legal Counsel to ensure Canada Revenue Agency tax regulations are adhered to.

MEMORANDUM OF UNDERSTANDING # 35

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: ARTICLE 19 – ANNUAL VACATION

1.

- a) It is agreed between the parties that the current vacation scheduling process in place at each site governed by this Agreement shall be maintained until such time as the completion of the 2024/25 vacation year. Vacation scheduling practices shall include, but are not limited to: dates posted for vacation entitlement, dates for vacation request submission, dates for posting of approved vacation, honouring vacation already scheduled and approved, and any other consideration with respect to the administration of the manner in which vacation is applied.**
- b) In situations where the Employer and the Association wish to follow previous vacation scheduling practice(s), the parties agree to discuss possible options for consideration. There must be mutual**

agreement to follow such practice(s); otherwise, #2 below shall apply.

c) If mutually agreed, such practice(s) will be outlined in writing and the Employer may discontinue the practice(s) upon a minimum of sixty (60) days' notice.

2. Where there is no practice agreed to as per 1. b), the vacation scheduling practices shall be administered as per the language of the Collective Agreement as outlined in Article 19 (Annual Vacation).

3. Unless otherwise agreed by the Employer and the Association, vacation years for each site will remain status quo for the duration of the Agreement. Should vacation years be adjusted, vacation entitlement shall be adjusted accordingly to ensure accrual rates are properly maintained.

MEMORANDUM OF UNDERSTANDING # 36

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: VACATION LEAVE

**For Mental Health and Addictions (Former AFM) Present
Incumbents Only effective July 14, 2023:**

Vacation leave shall be taken in the vacation year following the vacation year in which it is earned. However, with the approval of the employing authority, vacation that has been earned in a vacation year may be taken in that vacation year.

The Employer may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one (1) previous year's vacation entitlement.

MEMORANDUM OF UNDERSTANDING # 37

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
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And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: CHAPLAINS/SPIRITUAL CARE

With regard to Spiritual Leave the Employer will review and examine with the employees of the Department of Spiritual Care appropriate methods of meeting and maintaining good standing with their faith community.

MEMORANDUM OF UNDERSTANDING # 38

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: EDUCATIONAL DEFERRED SALARY LEAVE PLAN

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 an 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:

1. 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.
2. The amount to be deferred in Trust may be changed once annually (date to be determined by the Employer).
3. 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.

4. The participant shall keep their 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

1. It is agreed between the Employer and the Association that, for the purpose of the EDSLP, the provisions of the Collective Agreement regarding application for leaves of absence shall make application for the LOA at least two (2) months prior to the first day of the participant's requested LOA.
2. Requests for LOA under the EDSLP shall include a description of the course of studies to be pursued, the duration of the program, and the name of the institution offering the program.
3. Each request for a LOA under the EDSLP will be reviewed on an individual basis and shall not be unreasonably denied.
4. In the event that more than one participant applies for a LOA under the EDSLP for part of or all of the same period of time and where only one participant's requested leave can be granted, seniority as defined in the Collective Agreement shall be the governing factor in determining which participant's LOA shall be granted.
5. 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.

6. 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 # 39

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: FRENCH LANGUAGE

The Employers have an obligation to ensure compliance with respect to a variety of statutory authorities by requiring bilingualism (French and English) as a bona-fide qualification for designated bilingual position(s) within a site/program. In the event the Employer elects to designate an additional bilingual position(s), the Employer and the Association shall meet to discuss the bilingualism requirements attached to the position(s).

The Employers Organizations recognize that the rights of all employees must be respected under the Collective Agreement. For operational purposes, bilingual position(s) as designated by the Employer may be awarded to a unilingual candidate subject to the requirement to attain linguistic competency in either French or English within a reasonable time period. In the event that there is no qualified bilingual employee applicant for the designated bilingual position(s), the Employer may fill positions as necessary to meet patient care needs.

The following Memorandum of Understanding particular to the French Language in the Collective Agreements in force and effect when *The Health Sector Bargaining Review Act* was proclaimed, remain in force and effect for the duration of the Collective Agreement:

In the event of a conflict between this MOU and an existing MOU, the existing MOU shall govern.

Employer	Employer Organization	MOU #
Actionmarguerite	Winnipeg-Churchill Health Region Employers Organization	MOU 41

MEMORANDUM OF UNDERSTANDING # 40

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: FRENCH LANGUAGE - ACTIONMARGUERITE ST. BONIFACE SITE ONLY

The Parties recognize the importance of clarifying the outstanding issues related to movement and vacant positions associated with employees who were hired prior to January 1, 1998, and Actionmarguerite Saint-Boniface's French Language mandate.

The provincial French language mandate for Actionmarguerite Saint-Boniface remains in place and this deems all positions in the facility to be bilingual. The ability to speak French remains a bona fide qualification for all employees. Employees hired prior to January 1, 1998, were not hired with a French language condition of employment and are considered to be legacied.

The Parties agree to the following:

1. Legacied employees shall have the ability to exercise their seniority rights on the units located at 185 Despins Street – ABC Tower. This would include the three (3) regional units,

2ABC, 4ABC and 5ABC, and also 3ABC which is currently a PCH unit. Though qualifications include the ability to communicate in both official languages Actionmarguerite will extend the legacied provisions for the legacied employees, without precedent and without prejudice, to enable them to exercise their seniority rights and carry their legacied rights to any vacant position of the same classification on the ABC units.

2. Legacied employees will only be considered for vacant positions on the DE units (2, 3 and 4) if there are no qualified bilingual internal and/or external applicants and only if they are willing and agree to take French language training as a condition of employment.
3. If a legacied employee applies for a vacant position within a different classification legacied rights will follow and numbers 1 and 2 above will apply.
4. Legacied employees who are currently assigned to the DE units will retain their legacied rights on their assigned DE unit, current permanent positions, shift type and FTE as of November 22, 2016.

Special Circumstances

5. Where vacant positions are posted for the DE Tower, legacied employees may apply and exercise their seniority rights to obtain a different permanent FTE and/or shift type within their classification. This could occur in two different ways:
6. As a first option, the Employer will review the internal applicants for a posted position on the DE side to determine if awarding can occur within the context of Article 8:02 below and those having expressed interest in the position. If possible, the Employer will award a fully qualified candidate

from the ABC side the posted position on the DE side. The legacied employee would then be awarded the position vacated on the ABC side.

Article 8:02

“In order to be eligible for a vacant position, an employee must first possess the qualifications prescribed by the Employer for the position concerned, possess a satisfactory employment record and meet the physical requirements of the position in question. Where more than one (1) employee possesses the above selection criteria, the vacancy selection shall be based upon seniority.”

7. As a second option, reassigning a fully qualified employee, holding the same shift type and same FTE as the posted position, from the ABC side to the DE side. The least senior person meeting the criteria would be considered for the reassignment. The legacied employee would then be awarded the vacant position of the same shift type and FTE on the ABC side. A minimum four week notice period would apply for rotation changes.
8. We commit to preparing a letter for each legacied employee copied to their personnel file that clearly identifies their legacied status.

In conjunction with Actionmarguerite Saint-Boniface's language mandate, the Recruitment and Staffing Policy defines the required levels of French by position category. These levels will be used to determine if an employee meets the French linguistic qualification. In order to determine their level, an independent language proficiency test is conducted.

MEMORANDUM OF UNDERSTANDING # 41

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: MIDWIVES

The Employer and the Association recognize the unique nature of midwifery services and the flexibility that is required to provide care consistent with the best practices in midwifery.

The parties agree that Midwives Classification shall be covered by all provisions of this Agreement, unless otherwise specified in this Memorandum:

1. The parties recognize that flexibility in hours of work is essential in providing midwifery services. The employee will be responsible for scheduling their own hours of work in accordance with their EFT. Each employee shall submit a log of hours worked to their manager at the end of each bi-weekly period or more often if required. The hours worked shall be eighty (80) hours per bi-weekly period averaged, over six (6) consecutive bi-weekly pay periods.

Regular hours of work will be an average of eighty (80) hours per bi-weekly period or 2080 hours per year.

2. The compensation payable under Schedule A is intended to compensate the Midwife for delivering Midwifery Services on a full time basis, therefore Article 14 (Overtime), 15 (Standby and Callback) and 18 (Premiums) of the collective agreement shall not apply. Part-time Midwives shall be compensated on a pro-rated basis. The Midwife shall devote as many hours to providing the Midwifery Services as may be necessary to fully discharge the Midwife's professional responsibilities.
3. Regular hours of work shall be deemed to:
 - a) include a rest period of fifteen (15) minutes during each continuous three (3) hour period of duty;
 - b) exclude a meal period of at least thirty (30) minutes during each working day.
4. Probationary Employee - (replaces Article 1114 a) - Means an employee who:
 - a) is registered with supervision requirements as determined by the College of Midwives of Manitoba (CMM); or
 - b) has not completed six (6) months of continuous full-time or part-time employment following the removal of the supervision requirements.
5. To the extent practicable, the employee will consult with their supervisor prior to working additional or alternate hours beyond their approved schedule. In the event that this is necessary, the employee shall make every reasonable effort to alter their schedule over the remainder of the period referred to in Article 1201 in order to maintain an average of eighty (80) hours worked in the bi-weekly period.
6. Where, in the course of providing midwifery services at a client's residence it becomes necessary to arrange for

ambulance transport to a hospital, and it is necessary for the midwife to accompany the client in the ambulance, the employee shall be reimbursed, upon provision of a receipt, for taxi/rideshare fare from the hospital to the client's residence in order to retrieve the employee's vehicle.

7. Article 22 General Holidays (replaces Article 2203 of the collective agreement):

An employee, required to work on a General Holiday, shall be paid one and one-half times ($1\frac{1}{2}x$) their basic rate for all hours worked. In addition, the employee shall be granted time off equivalent to the time worked at a time mutually agreed between the Employer and the employee. This clause does not apply to periods of standby occurring on a General Holiday where the employee is not required to work.

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

9. An employee shall be entitled to payment of all wages, vacation pay and other benefits on the next payroll processing date after termination or death. In extenuating circumstances where an employee's employment is terminated by the Employer, the Employer will make available within ten (10) calendar days after termination, all amounts due to the employee including unpaid wages and pay in lieu of unused vacation time.

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

11. Where a midwifery position vacancy exists, a midwife will be appointed to participate on the selection committee in an advisory role.
12. The Employer shall make every reasonable effort to facilitate access to a sleep room at hospitals where Midwives have admitting privileges, and or at Ode'imin.
13. The Employer will agree to provide the employees with a smartphone model as available through E-Health.
14. **Effective April 1, 2025:**
An on-call stipend of one-hundred dollars (\$100.00) shall be provided per twenty-four (24) hour on-call assignment, or a pro rata payment for any portion thereof.
15. (Replaces Article 2416 f) Educational Leave is paid or unpaid time taken by a midwife to improve professional capability and is pertinent to the work of the unit and may include conferences, workshops, course or classes, studying and taking examinations for professional certification/registration, or other situations as mutually agreed between the employee and the Employer. The following shall apply:
 - a) Attendance will be at the discretion of the Employer.
 - b) All requests are to be made in writing and shall include the date of event, agenda of event, breakdown of costs and assistance requested, notice of invitation to take part, and/or copy of abstract of paper (if applicable). When the Employer requires an employee to attend a conference or workshop, the Employer shall pay all reasonable costs.
 - c) Subject to the above, the Employer shall approve, if reasonably possible, up to ten (10) paid days (prorated for

part-time employees) of leave for each employee at a time or times acceptable to the Employer for the purpose of maintaining and enhancing each employee's professional skills and competency and to participate in professional activities of the College of Midwives of Manitoba or Midwives Association Manitoba.

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

MEMORANDUM OF UNDERSTANDING # 47

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: ARTICLE 12 - BREAKS

It is noted between the parties that the past practices of the Employer as referred to in Article 1202 shall be as noted below.

Any unintentional exclusion from the list below shall not be construed as an ending of the past practice and shall be noted as an error/omission.

Applicable to WRHA direct operations employees previously covered by the MAHCP WRHA Corporate Programs Collective Agreement and Pharmacists sited at Grace Hospital:

Regular hours of work shall be deemed to include a rest period of twenty (20) minutes to be scheduled by the Employer during each continuous three-hour period of duty.

Applicable to employees employed by Klinik and Women's Health Clinic only:

Employees who work five (5) to six (6) hours and fifty-nine (59) minutes per day are entitled to a thirty (30) minute paid meal

period. Employees who work seven (7) hours to eight (8) hours per day shall be entitled to a paid one (1) hour meal period.

Applicable to employees employed by Mount Carmel Clinic only:
Employees shall be entitled to a forty-five (45) minute unpaid meal period.

Applicable to employees employed by St. Boniface Hospital only:
During evening and night shifts, regular hours shall include meal periods and rest periods.

Applicable to employees employed by Riverview Health Centre only:
For Pharmacists and Dieticians, regular hours of work shall be deemed to include two twenty (20) minute rest periods and a paid meal period of at least sixty (60) minutes.

MEMORANDUM OF UNDERSTANDING # 48

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: ARTICLE 3206 – PERSONNEL FILES

Applicable for the Shared Health (Direct Operations) Employer
and Winnipeg-Churchill Regional Health Authority (Direct
Operations) Employer only:

WHEREAS it is recognized by the parties that the personnel files maintained by the sites comprising the Shared Health ("SH") (Direct Operations) and Winnipeg-Churchill Regional Health Authority ("WRHA") (Direct Operations) Employers may still be in transition;

AND WHEREAS it is understood by the Employer that there is an obligation under the Collective Agreement to provide employees the ability to examine their personnel file upon request and/or request a copy of any document forming part of their personnel file;

AND WHEREAS the current state for the management of personnel files may not provide for the ability to maintain one (1)

personnel file by the SH (Direct Operations) and WRHA (Direct Operations) Employers;

NOW THEREFORE the parties agree the following shall apply to the sites who have not centralized their personnel files:

1. Where an employee occupies more than one (1) position across the sites comprising either the SH (Direct Operations) or WRHA (Direct Operations) Employer, each site will be responsible for maintaining one (1) personnel file for the employee.
2. If an employee, as described in the above paragraph, discloses that they are actively employed at more than one (1) site with the same Employer, the Employer shall arrange for the personnel files of that employee to be made available for the employee's examination within a reasonable period of time.

The SH (Direct Operations) and WRHA (Direct Operations) Employers will commit to review the feasibility and practicality to enable a process that would allow one (1) employee file to be maintained across all of the sites comprising the Employer. The Employers commit to making best efforts to undertake this review **prior to July 15, 2025**.

MEMORANDUM OF UNDERSTANDING # 49

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: TEMPORARY TRANSFER OF EMPLOYEES BETWEEN EMPLOYERS

APPLICABLE TO:

Winnipeg-Churchill Health Region Employers Organization
Concordia Hospital
Misericordia Health Centre
Riverview Health Centre
St. Boniface Hospital
Seven Oaks General Hospital
WRHA (Direct Operations) – Deer Lodge Centre Site, Grace
Hospital Site, and Victoria General Hospital Site

Shared Health Employers Organization
SH (Direct Operations) – Health Sciences Centre Site

1. To facilitate temporary transfers between Employers experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another Employer shall be offered the opportunity to work for the

Employer(s) who may be experiencing the need for additional employees.

Temporarily transferred employees shall be paid the greater of six dollars (\$6.00) per hour or fifteen percent (15%) above their normal rate of pay for all hours worked at the receiving Employer.

2. Temporary transfers shall not be implemented until the applicable provisions of the collective agreement of the receiving Employer relating to the assigning of occasional additional shifts are fulfilled.
3. The temporarily transferred employees will continue to be covered by the terms of the sending Employer's collective agreement.
4. Where an insufficient number of qualified employees volunteer to be temporarily transferred, the Employer(s) reserve the right to transfer employees, commencing with the most junior qualified employee at the sending Employer.

The Employer agrees that this provision 4. shall be utilized only under extenuating and emergency circumstances.

- a) In any emergency or disaster, employees are required to perform duties as assigned, notwithstanding any contrary provision in the Agreement.
- b) For purposes of this Memorandum, emergencies will be those situations which directly affect the safety or well-being of patients/clients/residents.
- c) In the event of the declaration of an emergency, the Employer will provide written confirmation of same to the Association.

5. The receiving Employer will provide an orientation period, if reasonably possible, to employees temporarily transferring to a new Employer 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.

6. Should it be necessary to temporarily transfer employees from one Employer to another, in accordance with this memorandum, as much notice as possible shall be provided to such employee. Should the temporary transfer be required during the course of a scheduled shift, travel time from the sending to the receiving Employer shall be considered time worked and paid at the employee's regular rate of pay.
7. Employees who are reassigned between Employers shall be reimbursed for expenses in accordance with Article 16.
8. Where a change in work schedule is required as a result of a temporary transfer, the employee(s) shall be compensated with a Shift Disruption Allowance as described below for each shift that has been changed and worked by the employee. The following rules shall apply:
 - a) Compensation of one of the following amounts as applicable per shift, whichever is greatest:

- i. \$25 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 1 hour and up to 4 hours; or
- ii. \$35 Impact Shift Changes: a change is made to the calendar day that an employee was scheduled to work (no change to shift length or shift description); or
- iii. \$50 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 4 hours; a change is made to the shift length (eg: 8 to 12 hours); a change is made to the shift description (eg: from straight Days to Days/Nights, or from straight Days to Days/Evenings);

****It is understood that the provisions of Article 1204 shall apply****

- b) Shift disruption allowance will not be paid on days during which the employee does not work or for shifts that have not been changed;
- c) Employees shall not be eligible to receive overtime as a result of changes to their shift length (i.e. changing from 8 to 12 hour shifts), unless they are in an overtime situation as identified in the employee(s) respective Collective Agreement and are now required to work additional hours.
- d) Changes to shift length must not cause a decrease to the employees' EFT; and
- e) Shift disruption allowance will cease to be paid, upon the effective date of the subsequent shift schedule which shall be posted in accordance with the Collective Agreement, and the employee is scheduled as posted. If this posted schedule is disrupted the employee shall be paid in accordance with 8. (a) above. When the transferred

employee is returned to their owned position, the Shift Disruption Allowance is not applicable.

- 9. The Employer shall notify the Association no less than once annually of each occurrence where an employee(s) is temporarily transferred. The notification will include the name, date(s), the name of the sending/receiving site, and the reason for the transfer.**

MEMORANDUM OF UNDERSTANDING # 50

Between:

WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")

And

MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")

RE: SPECIFIC PROVISIONS FOR CHURCHILL HEALTH CENTRE EMPLOYEES

Applicable to Shared Health Diagnostic Services and EMS employees sited at Churchill Health Centre only:

The parties agree that the Churchill Health Centre employees shall be covered by all provisions of the Collective Agreement unless otherwise specified herein:

1. All employees for whom housing is arranged through the Employer shall be subject to **monthly rent payments via direct deposit or credit card** in accordance with the **Tenancy Agreement**. There shall be no increase in rent made unless three (3) months' notice in writing is given to the employee prior to the increase date, **in accordance with the *Manitoba Residential Tenancies Act***.
2. Prior to any changes to the **housing arrangements**, the Employer agrees to enter into joint discussion with the Association as to the content of the changes.

3. In the event that Polar Bears constitute an immediate danger to employees travelling to and from their worksite, the Employer shall ensure that employees are reimbursed for, or provided with transportation.
4. Where employees cannot arrive as scheduled at the Authority due to inclement weather, they shall be rescheduled to work any hours missed or allowed to use banked time, overtime, or vacation for any hours missed to ensure maintenance of their salaries.
5. The Employer shall reimburse employees for reasonable expenses incurred in the course of their duties as authorized by the Employer subject to the following:
 - a) An employee shall be reimbursed for the actual costs of overnight accommodation(s) at a conveniently and comfortably equipped commercial establishment, taxi fare(s), or vehicle rental(s) as dictated by the nature of the travel/work. Accommodation shall be reserved for the employee by the Employer prior to her departure and billed, if possible, directly back to the Employer. Taxi fares and vehicle rentals shall be paid upon submission of receipts.
 - b) Air or rail tickets and reservations shall be made and paid for by the Employer for the employee prior to their departure.
 - c) An employee shall be paid five dollars (\$5.00) as a per diem to cover incidental expenses for each night the employee is away from Churchill on business.
 - d) An employee shall receive the following amounts for each meal that they are absent from Churchill Health Centre on Employer business:

- Breakfast - \$10.00
- Lunch - \$15.00
- Supper - \$20.00

e) Where an employee arranges for private accommodations while on Employer business, they shall receive twenty dollars (\$20.00) per night away on Employer business in lieu of claiming for commercial accommodation's costs.

f) Where an employee's total expenses in any one (1) trip are expected to exceed one hundred dollars (\$100.00), the Employer shall advance to the employee a cheque to cover the estimated expenses of the trip per the foregoing.

6. Travel Time Days

Appendix D, Remoteness Allowance will apply to all employees covered by this MOU, except Section F shall be modified as outlined below.

A full-time employee eligible for Remoteness Allowance as provided in this schedule shall be eligible, in each fiscal year (April 1 to March 31), to receive up to a maximum of five (5) days travel time without loss of regular pay. Such days shall be pro-rated on regular hours worked for part-time employees.

7. The conditions of outward removal reimbursement for employees as in effect at the time of hiring of an employee shall not be altered in the event of the termination of that employee. Inward and outward removal shall be upgraded to current rates.

The Employer agrees to amend its policy on a non-prejudice, non-precedent setting basis to allow for the following:

a) Employees, upon retirement, shall be eligible for the Centres Policy on Outward Removal. This is contingent upon the employee moving out of Churchill.

b) This paragraph (7.) is applicable only to employees employed as of date of ratification.

8. An employee who is required to use a personal motor vehicle in the course of performing duties on behalf of the Employer shall be reimbursed as follows:

Summer Months (April 20 - October 14)

- Five dollars and fifty cents (\$5.50) per trip in town.
- Fifteen dollars (\$15.00) per return trip to airport.

Winter Months (October 15 - April 15)

- Nine dollars (\$9.00) per trip in town.
- Eighteen dollars (\$18.00) per return trip to airport.

In addition to the above a non-cumulative daily allowance of nine dollars and fifty cents (\$9.50) shall be paid for each day that an employee is required to use a personal motor vehicle.

9. The Employer will endeavour to provide comfortable environmental conditions in the workplace. The following are guidelines for addressing inclement weather conditions:

a) Should the temperature exceed twenty-seven (27°C) degrees Celsius the following administrative controls may be utilized:

- Schedule an increase in the frequency and duration of rest breaks.
- Schedule hot jobs to cooler times of the day.
- Provide cool drinking water near the work location and educate and encourage employees to drink the water even if not thirsty.

- Slow down the work pace or assign additional workers to decrease the workload.
- Educate employees to recognize the signs and symptoms of heat related illness.
- Use nearby cooler areas for rest areas.

If these measures prove not to be effective, employees may be allowed to leave work early and suffer no loss of pay or benefits, provided safe patient/client care is maintained. The Supervisor, in consultation with the Executive Director or designate shall make the final determination.

- b) When the temperature reaches minus fifty-five (-55°C) degrees Celsius or the wind chill is equivalent to minus fifty-five (-55°C), or when the visibility is down to one-quarter (1/4) mile or point four (.4) kilometers, those employees already at the worksite shall remain until replacement staff has arrived and/or until transportation home can be arranged. Those employees scheduled to work but who have not arrived shall remain at their home and accessible until transportation to work can be arranged.
 - c) The local weather office will be the information source. The information will be available at the following times:
 - 7:35 a.m.
 - 12:00 noon
 - 3:00 p.m.
 - d) The department supervisor will verify weather conditions at these times, and, after consultation with the Executive Director or designate, will advise their employees should they not be required for work and/or transportation arrangements.
10. The vacation year shall be from the 1st day of May in one (1) year to the 30th day of April the next year.

11. An employee who has completed less than one (1) year of employment at April 30th shall be entitled to a paid vacation at the rate of one point six-six (1.66) days per month worked, however, unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. For the purpose of determining the paid vacation entitlement, the term “employment” as used above will be deemed to exclude any period of time in excess of thirty (30) days which is not paid by the Employer.
12. Unless otherwise mutually agreed between the Employer and the employee, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days equal one (1) calendar week. The dates used to calculate vacation earned shall be from May 1 to April 30 in the following year. Vacation earned in any vacation year is to be taken in the following vacation year unless otherwise mutually agreed between the employee and the Employer.
13. Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.
14. An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
15. A maximum of four (4) weeks’ vacation may be taken during the summer months (June 1 - September 30).

MEMORANDUM OF UNDERSTANDING # 51

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: NORTHERN ISOLATION/REMOTENESS RETENTION ALLOWANCE – CHURCHILL ONLY

The parties agree that an Isolation/Remoteness Retention Allowance shall be payable in a lump sum annually to all eligible employees sited in the Churchill Region (including full-time, part-time and casual) as follows:

a) Applicable @ Churchill (former MGEU/Churchill Collective Agreement):

Effective October 1, 2024 \$14,300 for each full-time employee
- with the first payment being made September 30, 2024, calculated based on employment up to and including September 30, 2024.

b) Applicable @ Churchill (former MGEU/DSM Collective Agreement):

Effective October 1, 2024 \$14,300 for each full-time employee - with the first payment being made September 30, 2024, calculated based on employment up to and including September 30, 2024.

The above amounts shall be prorated on the basis of all regular hours worked in the previous twelve (12) month period (April 1st of the previous year to March 31st of the current year or October 1st of the previous year to September 30th of current year as above). The prorated amount will be based on six (6) months. For an employee to be eligible for any portion of the annual lump sum amount, they must be employed as of September 30th of the current year.

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

MEMORANDUM OF UNDERSTANDING # 52

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: VACATION TRAVEL ASSISTANCE – CHURCHILL HEALTH CENTRE

Applicable to employees sited at Churchill Health Centre only:

- a) Vacation Travel Assistance shall be paid once annually commencing with the employee's second year of employment, and shall consist of excursion return airfare, or its equivalent from Churchill to Winnipeg. In the event that the employee has complied with (d) and excursion fares are not available, the employee shall receive full-fare rates. In the event that the employee chooses not to travel outside of Churchill, the employee shall receive the excursion airfare. Employees shall request the travel allowance as per (d) of this agreement. A deposit will be issued to the employee for the full amount requested.
- b) Part time employees who have worked one thousand (1,000) or more regular hours in the previous fiscal year will be entitled to Vacation Travel Assistance on the same basis as full time employees but on a prorated basis. If an employee is in more

than one part time position they will be prorated on the basis of all hours worked in all part time positions.

- c) Travel assistance payments shall be processed by payroll for eligible employees and subject to statutory deductions excluding income tax.
- d) Travel Assistance shall be provided for employees only, however after the fifth year, at the employee's option, one (1) of the two (2) trips may be utilized by a member of the employee's immediate family who travels with the employee. Where that family member is entitled to a child fare or other discount, the amount of Vacation Travel Assistance shall be reduced accordingly. Travel Assistance shall be issued no later than two (2) working days prior to the employee going on vacation. Unused Travel Assistance shall not be paid on termination of employment.
- e) An employee with ten (10) years or more years' length of service will be entitled to receive one (1) additional flight under the same rules and regulations currently in practice.
- f) In the event of the discontinuation of scheduled commercial flights between Churchill and Winnipeg, the amounts referred to above shall be equal to the rates in effect prior to such discontinuation, current excursion rates.
- g) It is understood that vacation travel assistance payments are provided only when an employee is on vacation and are to be requested thirty (30) days in advance of the vacation date required, and it is also understood that traveling out of Churchill is no longer a requirement. Therefore, receipts are not required. Said amounts shall be paid in separate deposits.

MEMORANDUM OF UNDERSTANDING # 53

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: VACATION ACCRUAL PER MAHCP ARTICLE 1904 – FORMER MGEU 220

Applicable for employees of former MGEU 220 only:

It is agreed between the parties that the applicability of the language in the former MGEU 220 WRHA Community Programs Collective Agreement – Article 23:02 (embedded below) will apply only to the list of employees included in this Memorandum, and shall not be applied to employees who may transfer into the site **July 14, 2023**.

Should any of the employees listed below transfer to another site or another Employer, the entitlements under this provision going forward from the date of transfer to the new site or date of hire into the new Employer will cease. Vacation entitlement rates with the former Employer will be maintained and if able, transferred to the new position, provided they are party to the "mobility" provisions. The employee will maintain the current entitlement rate; however, they will be subject to the accrual rate of the receiving Employer.

23:02 Employees shall earn vacation leave credits on the following basis:

- a) Employees who have completed less than two (2) years service, one and one-quarter ($1\frac{1}{4}$) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned;*
- b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds ($1\frac{2}{3}$) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter;*
- c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth ($2\frac{1}{12}$) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter;*
- d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half ($2\frac{1}{2}$) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter;*

MEMORANDUM OF UNDERSTANDING # 54

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: SICK PAY SUPPLEMENT – RIVERVIEW HEALTH CENTRE

Applicable to Riverview Health Centre only:

If as a result of sickness or accident, an employee is unable to perform the normal functions of their position, but is, however, capable of performing in an alternate position which the Centre is prepared to make available to the employee, the following shall apply:

- a) Upon medical certification satisfactory to a Medical Practitioner designated by the Centre, the employee will be assigned to the alternate position at the appropriate rate of pay for that position.
- b) The employee shall be entitled on a bi-weekly basis to utilize their accrued sick credits in units of one-half (1/2) days in order to supplement their rate of pay in the alternate position; but the combination of sick pay supplement and rate of pay in

the alternate position shall not exceed the regular rate of pay in their former position.

Sick Pay Supplement While on Disability Benefits

Where employees are utilizing sick credits to supplement disability pensions, sick leave credits will be granted on a pro-rata basis. For example, an employee making up one quarter (1/4) of their salary with sick leave credits would be eligible for one-quarter (1/4) if the sick leave accumulation normally granted to an employee working full time.

MEMORANDUM OF UNDERSTANDING # 55

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: DEDUCTIONS FROM INCOME PROTECTION

Applicable to Riverview Health Centre and WRHA Smile Dental
Plus Program only:

It is agreed between the parties that the applicability of the language in the former CUPE Riverview, CUPE WRHA Local 500 and WAPSO Riverview Collective Agreements (embedded below) will apply only to the list of full-time and part-time status employees included in this Memorandum and shall not be applied to employees who may transfer or be hired into the Employer or become casual at that site after **July 14, 2023**.

Should any of the employees listed below transfer to another location, department, site or another Employer, the entitlements under this provision going forward from the date of transfer or date of hire into the new Employer will cease.

A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. No deductions for absences on account of illness will be made for periods of two

(2) hours or less, to a maximum of six (6) such absences per calendar year.

An employee who has had accumulated sick credits and subsequently used all their credits will be entitled to the benefits of this article regarding absence for two (2) hours or less to the maximum noted above.

MEMORANDUM OF UNDERSTANDING # 56

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: RECRUITMENT AND RETENTION BONUSES – PERFUSIONISTS

WHEREAS the parties recognize the critical role that Perfusionists hold within the health care system;

AND WHEREAS the parties also recognize the provincial challenges in recruiting and retaining Perfusionists within the health care system;

AND WHEREAS those challenges have led to a critical need to secure new qualified individuals into Perfusionist roles and retain existing employees within current Perfusionist positions to maintain service provisions;

THEREFORE, the parties agree to the following:

1. Retention Bonus

- a) Each Perfusionist currently employed within the Employers as of date of ratification, shall receive a one-time lump sum payment in the amount of ten thousand dollars (\$10,000) (the

“Retention Bonus”) payable within one hundred and twenty (120) days of ratification. **For those who already received a Recruitment or Retention Bonus under the 2018-2024 Collective Agreement, the one-time lump sum payment shall be made within one hundred and twenty (120) days of completion of the previous two (2) year Return of Service Agreement.**

- b) The Retention Bonus is deemed non-pensionable and is not subject to benefit deductions, however all statutory deductions shall apply.
- c) Employees on a leave of absence shall receive the Retention Bonus and will be required to report all earnings to any applicable third-party payer/insurer.
- d) An employee employed by St. Boniface Hospital Inc. and/or Shared Health (Health Sciences Centre Site) are only entitled to one Retention Bonus.
- e) In consideration of receiving the Retention Bonus, the Perfusionists will sign a Return of Service Agreement of two (2) years.

2. Recruitment Bonus

- a) Two (2) lump sum payments in the total amount fifteen thousand dollars (\$15,000) (the “Recruitment Bonus”) shall be provided to Non-Certified Perfusionists recruited following date of ratification. The Recruitment Bonus will be distributed as follows:
 - i) Seven thousand five hundred dollars (\$7,500) lump sum payment paid within one hundred and twenty (120) days of the Non-Certified Perfusionist signing their Letter of Offer and a two (2) year Return of Service Agreement;
 - ii) Seven thousand five hundred dollars (\$7,500) lump sum payment paid one (1) year after the signing of the Letter of

Offer and a two (2) year Return of Service Agreement or pursuant to certification with the Canadian Society of Clinical Perfusion (CSCP), whichever occurs later.

- b) The Recruitment Bonus is deemed non-pensionable and is not subject to benefit deductions, however all statutory deductions shall apply.
- c) It is agreed that should a Return of Service Agreement be breached within the period of the agreement, any and all monies applied in accordance with the Memorandum shall be repaid to or withheld by the Employer prior to the Perfusionist's last day of work. Exceptions to the Return of Service repayment requirement would be applicable as follows:
 - i) if the employee becomes totally disabled for their occupation, then repayment shall not be required; or
 - ii) If an employee retires in compliance with the terms and conditions of the HEB Pension Plan and does not subsequently return to work within a twelve (12) month period from the date of retirement within the Perfusionist classification repayment shall not be required.

The terms and conditions outlined within this Memorandum are made on a without precedent and prejudice basis and will remain in effect until the expiry of the **2024-2028** Collective Agreement.

MEMORANDUM OF UNDERSTANDING # 100

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: ARTICLE 2102 - BEREAVEMENT LEAVE

Applicable for former CUPE Sexuality Education Resource
Centre only:

It is agreed between the parties that the applicability of the language in former CUPE Sexuality Education Resource Centre Article 23.03 will only apply to those employees included in this memorandum (listed below) and shall not be applied to employees who are hired after **July 14, 2023**. Should any of the employees listed in this memorandum transfer from their Employer to any other Employer, the entitlements under this provision will cease upon date of termination.

23.03 Paid Bereavement Leave

a) An employee shall be granted five (5) consecutive work days leave without loss of pay or benefits, in the case of the death of a spouse or individual with whom the employee has a common-law relationship and/or those for whom the employee has bereavement responsibilities.

One (1) Bereavement Leave Day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

b) Mourners' Leave

One (1) day leave shall be granted without loss of salary, wages, or benefits to attend as a pallbearer or mourner. Additional leave may be granted upon application to the Employer.

In the administration of the above MOU, the provision of Articles 2102, 2104 and 2105 shall not apply.

MEMORANDUM OF UNDERSTANDING # 101

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: DEDUCTIONS FROM INCOME PROTECTION

Applicable to Sexuality Education Resource Centre only:

It is agreed between the parties that the applicability of the language in the former CUPE SERC Collective Agreement (embedded below) will apply only to the list of full-time and part-time status employees included in this Memorandum and shall not be applied to employees who may transfer or be hired into the Employer or become casual at that site after **July 14, 2023**.

Should any of the employees listed below transfer to another location, department, site or another Employer, the entitlements under this provision going forward from the date of transfer or date of hire into the new Employer will cease.

Article 22.07 - Absences of Two (2) Hours or Less:

No deductions for absences on account of illness or doctor's appointments will be made for periods of two (2) hours or less to a maximum of six (6) times a year.

MEMORANDUM OF UNDERSTANDING # 102

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: VACATION ACCRUAL PER MAHCP ARTICLE 1904 – SEXUALITY EDUCATION RESOURCE CENTRE

It is agreed between the parties that the applicability of the language in the former CUPE Sexuality Education Resource Centre Manitoba Inc. Collective Agreement – Article 21.01 (embedded below) will apply only to the list of employees included in this Memorandum and shall not be applied to employees who may transfer into the Employer after **July 14, 2023**.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease. Vacation entitlement rates with the former Employer will be maintained and if able, transferred to the new Employer, provided they are party to the "mobility" provisions. The employee will maintain current entitlement rate; however, they will be subject to the accrual rate at the receiving Employer.

21.01 Employees shall earn vacation on the following basis:

- *First (1st) and second (2nd) years of employment – one and one-fourth ($1\frac{1}{4}$) days per month (three [3] weeks per year). Years three (3) through five (5) of employment – one and two thirds ($1\frac{2}{3}$) days per month (four [4] weeks per year).*
- *In the sixth (6th) year of employment – one and two-thirds ($1\frac{2}{3}$) days per month plus one (1) day per year (twenty-one [21] days per year).*
- *In the seventh (7th) year of employment – one and two-thirds ($1\frac{2}{3}$) days per month plus two (2) days per year (twenty-two [22] days per year).*
- *In the eighth (8th) year of employment – one and two-thirds ($1\frac{2}{3}$) days per month plus three (3) days per year (twenty-three [23] days per year).*
- *In the ninth (9th) year of employment – one and two-thirds ($1\frac{2}{3}$) days per month plus four (4) days per year (twenty-four [24] days per year).*
- *In the tenth (10th) through nineteenth (19th) years of employment – two and one-twelfth ($2\frac{1}{12}$) days per month (five [5] weeks per year).*
- *In the twentieth (20th) and subsequent years of employment - two and one-half ($2\frac{1}{2}$) days per month (six [6] weeks per year).*

MEMORANDUM OF UNDERSTANDING # 103

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

**RE: WELLNESS DAYS – SEXUALITY EDUCATION
RESOURCE CENTRE (SERC)**

It is agreed between the parties that the applicability of the language in the former CUPE SERC Collective Agreement - Article 22.06 (embedded below) will apply only to the employees employed at SERC as of **July 14, 2023** and included below in this Memorandum, and shall not be applied to an employee who may transfer into the Employer after the **July 14, 2023**.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease.

22.06 - Wellness Days

Two days per year may be deducted from an employee's sick leave allowance to be used for "wellness breaks". Such absences are not required to meet the standards for illness established elsewhere but sufficient notification is required.

MEMORANDUM OF UNDERSTANDING # 104

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: FLEX TIME

Applicable for Klinik Community Health, Mount Carmel Clinic,
Nine Circles Community Health Centre, Nor'west Co-Op
Community Health, Sexuality Education Resource Centre
Manitoba, and Women's Health Clinic only:

All time worked which is not authorized by the Employer beyond the normal work day or biweekly period as specified in Article 12 (Hours of Work), but where in the employee's judgement the work is essential to the operation of the facility, shall be considered as flex time.

The need for and use of flex time will be reviewed with employees on a regular basis and the ongoing use of flex time will be at the discretion of the Employer in consultation with the employee. The parameters for flex time shall be as follows:

1. Flex time will be maintained in a flex time bank with a written record.

2. Flex time will be compensated by granting equivalent time off at the regular rate of pay.
3. Employees are encouraged to take flex time back in the same pay period in which it is accumulated. However, employees will be allowed to bank hours to a maximum of three (3) days (as specified in Article 12 - Hours of Work) after which no further flex time will be allowed to accumulate until the bank has been reduced. Exceptions to these generalities to be made by mutual agreement between the Employer and employee.
4. Flex time hours must be recovered during times where relief is not required.
5. Flex time banks must be cleared by fiscal year end unless otherwise arranged by mutual agreement between the Employer and the employee.

MEMORANDUM OF UNDERSTANDING # 105

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: TEN (10) HOUR SHIFT – WOMEN'S HEALTH CLINIC

Note: 10 hour shifts will only be implemented by agreement between the Employer and the Association.

1. A "10" hour shift for employees working 8.00 hours (2080 annual hours) will be 10.00 paid hours.
2. There shall be eight (8) regular "10" hour shifts in each bi-weekly period.
3. Each "10" hour shift shall be inclusive of two (2) rest periods as defined in Article 1202 of this Agreement. Meal period(s) shall consist of 60.0 minutes paid time.
4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement.

6. The paid vacation entitlement received under the “10” hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 1201) shift pattern.
7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half ($1 \frac{1}{2} \times$) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate eight (8) hours day in lieu at the basic rate of pay. All provisions of Article 14 (Overtime) shall apply except for Article 1401. Article 1401 of the Collective Agreement is replaced by items #1, 2 & 3 above for the purposes of this memorandum.
8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of this Ten (10) Hour Shift Memorandum, the provisions of Article 1303 a) do not apply.
10. Where annual hours of work are other than 2080, the hours as indicated above will be adjusted accordingly.
11. Employees hired before April 20, 2016, will not be required or forced to work shifts that are longer than “regular hours of work” as defined in Article 1201 but may do so if requested and they are agreeable to do so.
12. Upon a minimum of sixty (60) days’ notice, the Employer or the Association may discontinue the modified shift schedule.

MEMORANDUM OF UNDERSTANDING # 106

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: STAFF FUND – WOMEN'S HEALTH CLINIC

The parties agree that they shall meet to discuss the manner and mechanism of the Association's continued participation in the "Staff Fund" as per the former Letter of Understanding dated November 14, 2017 (supersedes the former Appendix "R" from the former CUPE Local 2348 and Women's Health Clinic Collective Agreement).

MEMORANDUM OF UNDERSTANDING # 107

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: INTERNATIONAL WOMEN'S DAY

Applicable to Klinik Community Health and Women's Health
Clinic only:

It is agreed between the parties that the recognition of International's Women's Day as a General Holiday that was provided for under the former CUPE Klinik Community Health and Women's Health Clinic collective agreements (2012-2017 collective agreements) as a General Holiday will continue. More specifically, the parties agree as follows:

1. International Women's Day (March 8th) shall be recognized as a holiday, in accordance with Article 22 (General Holidays), for employees employed at the Klinik Community Health and Women's Health Clinic sites.
2. The following shall apply to part-time employees employed at the above sites and replace the corresponding provision in Article 502:

Part-time employees will be paid five point three eight percent (5.38%) effective September 30, 2021 of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included on each regular pay cheque and is in addition to payment for time worked on a general holiday.

Should any additional General Holiday be declared as per Article 2201 the above percentage shall be increased.

3. Should an employee transfer to a site which does not recognize International Women's Day as a holiday, the entitlement under this provision will cease upon date of termination.

MEMORANDUM OF UNDERSTANDING # 108

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

**RE: ARTICLE 2102 - BEREAVEMENT LEAVE - KLINIC
COMMUNITY HEALTH, WOMEN'S HEALTH CLINIC, NOR'WEST
CO-OP AND NINE CIRCLES COMMUNITY HEALTH CENTRE**

Applicable for former CUPE Klinic Community Health, Women's
Health Clinic, Nor'West Co-Op and Nine Circles Community
Health Centre only:

It is agreed between the parties that the applicability of the language in former CUPE Klinic Community Health, Women's Health Clinic, Nor'West Co-Op Article 27.03 and Nine Circles Community Health Centre Article 28.03 will only apply to those employees included in this memorandum (listed below) and shall not be applied to employees who are hired after **July 14, 2023**. Should any of the employees listed in this memorandum transfer from their Employer to any other Employer, the entitlements under this provision will cease upon date of termination.

27.03/28.03 Paid Bereavement Leave

An employee shall be granted a maximum of five (5) work days leave, without loss of pay or benefits, in the case of the death of any person for whom the employee feels they have bereavement responsibilities or are mourning.

Additional leave may be granted upon application to the Employer.

One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

In the administration of the above MOU, the provision of Articles 2102, 2104 and 2105 shall not apply.

MEMORANDUM OF UNDERSTANDING # 109

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: STAFF VOLUNTEERING – KLINIC COMMUNITY HEALTH

Preamble

The Employer and the Association agree that employees may benefit from the opportunity to gain experience in areas that would allow the employee to advance in their career path and said opportunities may exist through volunteer activities at Klinik. It is neither party's intention to have employees carry out their usual paid duties and responsibilities without pay. Nor is it intended that the Employer shall fill existing positions with volunteers. The sole purpose of this initiative is to provide professional development opportunities to the employee at the request of the employee.

This memorandum covers existing employees seeking to volunteer but does not cover volunteers who become part-time, full-time, or term employees.

Both parties understand that this letter is not intended to include employees elected to the Klinik Board of Directors or to supersede existing policies and practices in specific programs regarding volunteers.

Such arrangements are initiated by the employee and require mutual agreement between the Employer and the Association.

Definitions

Employee: For the purpose of this memorandum an employee will be defined as one who has a permanent or term paid position and has been employed with the Employer for no less than one (1) year.

Volunteering: Unpaid work providing services at Klinik within existing volunteer positions.

Staff-Volunteer: One who holds a paid position at Klinik while also volunteering in a different capacity than their paid position.

Section 1 – General Terms and Conditions

1.01 Requests to Volunteer

Requests for paid employees to volunteer shall be employee initiated. Permission to volunteer must first be provided by the employee's Director. The Director shall then forward the request to the Labour/Management Committee with their recommendation.

1.02 Concurrence of the Association

Prior to any employee volunteering, the concurrence from the Association shall be obtained. This shall occur at the level of the Labour/Management Committee.

1.03 Reconsideration of Employer Decision

In the event that the Employer is unwilling to allow an employee to volunteer, the initiating employee may request a meeting in order to make further representation. The employee may request the presence of an Association representative. The Employer will render a final decision within one (1) week of the meeting.

1.04 Mandatory Completion of Probation

Only employees who have completed their probationary period within their existing positions and who are qualified to carry out all their present duties will be allowed to volunteer.

1.05 Hours of Work

Employees who are paid staff at Klinik shall not exceed fifty (50) hours of work per week between their Klinik paid position and their volunteer work at Klinik.

1.06 Status of Employees vs. Staff-Volunteers

Staff-volunteers cannot be volunteering in the same position that they are presently being paid. The volunteer position may be one in the same labour class, with minimal overlap in duties; the intent of this memorandum is for the purpose of gaining experience and learning a different skill set.

1.07 Temporary Vacancy by the Employee

If an employee takes an extended leave of absence, for example, maternity leave, upon return the employee will have to re-apply to volunteer.

1.08 Employee/Volunteer Files

Separate files shall be kept for paid work and volunteer work. Volunteer work shall not be used in staff disciplinary matters. However, concerns about an employee in their volunteer capacity may trigger an employee performance review should the concerns overlap with that employee's paid position.

1.09 Promotion/Lateral Transfer

In the case where an employee volunteering has received a promotion/lateral transfer, and where the term of the volunteer period has not yet expired, and the promotion/lateral transfer has resulted in overlap in duties between the volunteer position and the paid position, the volunteer period will be deemed to expire upon the start of the new position.

The Labour/Management Committee may override this clause and extend the volunteer term with mutual agreement of the employee volunteering where it is deemed to be in the best interest of a client or client group to do so; for example, an employee may complete facilitating a group to minimize disruption to clients. In the event that this is not possible, alternate arrangements shall be sought in order to fill this gap so as to not violate the overall intent of this agreement.

1.10 Term & Renewal

The term of the volunteer position shall be a maximum of one (1) year, with the possibility of renewal to no more than two (2) years in the same volunteer position. Should the staff-volunteer wish to renew their commitment, they shall reapply one (1) month prior to the end of the term.

Section 2 – Rates of Pay and Benefits

2.01 Rate of Pay

It is understood that if an employee requests to volunteer there will be no monetary compensation or time back for the hours worked in their volunteer capacity.

2.02 Seniority

It is understood that volunteer duties will not be considered as seniority accruing hours within the collective agreement, nor will any other employee benefits accrue.

2.03 Other Benefits

It is understood that the staff volunteer will be entitled to the same rights, responsibilities, and privileges as any other Klinik volunteer except as outlined in this memorandum.

Section 3 – Administration and Evaluation of this Understanding

3.01 Record Keeping

It is the responsibility of the Labour/Management Committee to keep a current list of all staff-volunteers acting under this agreement.

3.02 Evaluation

The Employer and the Association shall jointly review the feasibility and success of the initiative of staff volunteering at six (6) month intervals for the first year, and annually thereafter.

MEMORANDUM OF UNDERSTANDING # 110

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: VACATION ACCRUAL PER MAHCP ARTICLE 1904 – KLINIC COMMUNITY HEALTH

Applicable for Klinik Community Health only:

It is agreed between the parties that the applicability of the language in the former CUPE Klinik Inc. Collective Agreement – Article 25.02 (embedded below) will apply only to the list of employees included in this Memorandum and shall not be applied to employees who may transfer into the Employer **July 14, 2023**.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease. Vacation entitlement rates with the former Employer will be maintained and if able, transferred to the new Employer, provided they are party to the "mobility" provisions. The employee will maintain the current entitlement rate; however, they will be subject to the accrual rate at the receiving Employer.

25.02 Employees shall earn vacation on the following basis:

- First year of employment – three (3) weeks per year.*
- Second, third, fourth and fifth years of employment – four (4) weeks per year.*
- Sixth and seventh years of employment – five (5) weeks per year.*
- Eighth and subsequent years of employment – six (6) weeks per year.*

MEMORANDUM OF UNDERSTANDING # 111

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: MATERNITY LEAVE ALLOWANCE PER MAHCP ARTICLE 2502 (07) – KLINIC COMMUNITY HEALTH ONLY

It is agreed between the parties that the maternity leave allowance benefit under SUB Plan B shall reflect ninety-five percent (95%) for the list of employees included in this Memorandum who qualify for EI maternity benefits, and shall not be applied to employees who may transfer into the Employer after date of ratification.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease and the employee will be subject to the maternity leave allowance benefit under SUB Plan B in accordance with Article 2502 (07) of the Collective Agreement.

MEMORANDUM OF UNDERSTANDING # 112

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: OVERNIGHT BREAKS – KLINIC COMMUNITY HEALTH

The Employer and the Association acknowledge their commitment to work together to develop a more workable solution to the issue of “uninterrupted rest periods and meal breaks” in the afterhours operation of the Agency. The current practice will continue to be followed until such time as the Employer and the Association can agree on an alternative solution.

The current practice is as follows:

- On overnight shifts, staff are entitled to uninterrupted meal breaks. In the event that a meal break is interrupted, the employee is entitled to be paid at overtime rates for that break.
- If a rest period is interrupted, the employee will endeavour to take the rest period during the balance of the shift. If this is not possible, the employee will be entitled to payment of this rest period at overtime rates.

MEMORANDUM OF UNDERSTANDING # 113

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: EMPLOYEE DIRECTED EDUCATION LEAVE

Applicable to Klinik Community Health and Mount Carmel Clinic
only:

It is agreed between the parties that the applicability of the language in the former CUPE Klinik Community Health and Mount Carmel Collective Agreement - Articles 27.08, 27.09, and 27.11 (embedded below) will apply only to the list of employees included in this Memorandum and shall not be applied to employees who may transfer or be hired into the Employer or become an employee after **July 14, 2023**.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of transfer or date of hire into the new Employer will cease.

It is further agreed that the provisions of the MAHCP WCHREO Article 2415 b), d), and f) shall not apply to employees covered by this memorandum.

27.08 Educational Leave Defined

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

- a) conferences;*
- b) workshops;*
- c) course or classes;*
- d) studying and taking examinations for professional certification/registration;*
- e) home study related to a specific course; or home study designed to upgrade professional knowledge not related to a specific client(s);*
- f) other situations as mutually agreed between the employee and the Employer.*

27.09 Approval of Education Leave

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

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

27.11 Employee Directed Education Leave

When the employee requests to attend such functions the Employer may supplement the costs incurred by the Employee.

The employee may request up to twelve (12) days of Education Leave per year. These days will be used for the employee to attend events which they deem relevant to their professional

development; in accordance with Educational Leave as defined above.

Employees will be allowed an amount annually towards registration, travel, accommodation, etc. for education leave as defined above. The amount will be determined yearly in accordance with the agency budget and shall not be less than one hundred and seventy-five dollars (\$175.00) per employee per year.

MEMORANDUM OF UNDERSTANDING # 114

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: VACATION ACCRUAL PER MAHCP ARTICLE 1904 – NINE CIRCLES COMMUNITY HEALTH CENTRE

It is agreed between the parties that the applicability of the language in the former CUPE Nine Circles Community Health Centre, Inc. Collective Agreement – Article 26.02 (embedded below) will apply only to the list of employees included in this Memorandum, and shall not be applied to employees who may transfer into the Employer after **July 14, 2023**.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease. Vacation entitlement rates with the former Employer will be maintained and if able, transferred to the new Employer, provided they are party to the "mobility" provisions. The employee will maintain current entitlement rate; however, they will be subject to the accrual rate at the receiving Employer.

26.02 Employees shall earn vacation on the following basis:

- First and second years of employment – three (3) weeks per year.*
- Third, fourth, fifth and sixth years of employment – four (4) weeks per year.*
- Seventh to twenty years of employment – five (5) weeks per year.*
- Twenty and subsequent years of employment – six (6) weeks per year.*

MEMORANDUM OF UNDERSTANDING # 115

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: WELLNESS DAYS – NINE CIRCLES COMMUNITY HEALTH CENTRE

It is agreed between the parties that the applicability of the language in the former CUPE Nine Circles Collective Agreement - Article 27.06 (embedded below) will apply only to the employees employed at Nine Circles as of the date of ratification and included below in this Memorandum, and shall not be applied to an employee who may transfer into the Employer after **July 14, 2023**.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease.

27.06 - Wellness Days

Three (3) days per year may be deducted from an employee's income protection allowance to be used for "wellness breaks". Such absences are not required to meet the standards for illness established elsewhere but sufficient notification is required. Sufficient notice will be considered one (1) working day

(excluding weekends and holidays) with a minimum of twenty-four (24) hours or lesser notice if the parties agree one (1) working day was impossible to provide.

MEMORANDUM OF UNDERSTANDING # 116

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: ARTICLE 2102 - BEREAVEMENT LEAVE

Applicable for Mount Carmel Clinic and former WRHA MGEU
220 only:

It is agreed between the parties that for the former collective agreements listed above, the provisions of Article 2102 in the collective agreement shall be modified and applied as below. These provisions will only apply to those employees employed under the former collective agreements listed as of **July 14, 2023** (see employee list below) and shall not be applied to employees who may be hired into the site/program or transfer into these sites/programs after **July 14, 2023**. Should any of the employees listed in this memorandum transfer from their Employer to any other Employer, the entitlements under this provision will cease upon date of termination.

Article 2102

Bereavement leave of up to five (5) working days without loss of pay shall be granted in the event of the death of a 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. Unless other arrangements have been made with the Employer, such days may be taken only in the period which extends from the date of notification of death up to and including the day following the interment, funeral or initial memorial service or four (4) calendar days following the death, whichever is greater.

One (1) bereavement leave day may be retained for use in the case where actual interment, cremation, funeral or initial memorial service is at a later date.

MEMORANDUM OF UNDERSTANDING # 117

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: PHARMACISTS ARTICLE 905 (Article 9 - Salaries)

Where a Pharmacist has successfully completed an employer recognized Hospital Residency Program, she they shall be deemed to have two years of equivalent full-time experience for the purpose of applying Article 905 (Article 9 - Salaries).

MEMORANDUM OF UNDERSTANDING # 118

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: PHARMACY MODIFIED WEEKEND AND GENERAL HOLIDAY 12 HOUR SHIFT

1. A "12" hour shift for Pharmacists working 7.75 (2015 annual hours) will be 11.625 hours.
2. Pharmacists working 2 – 12 hour weekend and general holiday shifts shall be adjusted off using 3 regular shifts as defined in Article 1201.
3. Each "12" hour shift shall be inclusive of two (2) rest periods as defined in Article 1202 of this agreement. A meal period shall consist of 22.5 minutes paid in total for each 12-hour shift.
4. Pharmacists working a modified weekend and general holiday "12" hour shift must remain on site throughout the duration of the shift.

5. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 above and in keeping with the provisions of Article 1405.
6. Shift premium and weekend premium shall be paid in accordance with the Collective Agreement.
7. The paid vacation entitlement under this “12” hour weekend and general holiday shifts shift schedule pattern shall correspond exactly in hours to the paid scheduled shift hours.
8. An employee required to work on a General Holiday shall be paid at the rate of one and one-half ($1 \frac{1}{2} \times$) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 14 (Overtime) shall apply except for Article 1401. Article 1401 of the Collective Agreement is replaced by items #1, 2 & 3 above for the purposes of this memorandum.
9. Income protection shall be paid in accordance with the scheduled shift hours.
10. In the administration of this “12” hour weekend and general holiday shift memorandum, the provisions of Article 1303 a) do not apply.
11. Upon a minimum of sixty (60) days’ notice, the Employer or Association may discontinue the modified shift schedule.

MEMORANDUM OF UNDERSTANDING # 119

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: EKG ALLOWANCE - VICTORIA HOSPITAL SITE ONLY

It is agreed between the parties that the applicability of the language in the former MAHCP Victoria Hospital Collective Agreement - Article 2203 (embedded below) will apply only to Respiratory Therapists who work the night shift and are employed by the Winnipeg Regional Health Authority (Direct Operations) sited at the Victoria General Hospital as of **July 14, 2023** and included below in this Memorandum, and shall not be applied to an employee who may transfer into the Employer after the date of ratification.

Should any of the employees listed below transfer to another site or another Employer, the entitlements under this provision going forward from the date of transfer to the new site or the date of hire with the new Employer will cease.

Article 2203

An employee other than a Cardiology Technologist or Cardiology Technician who is required to perform electrocardiograms (EKGs) shall be paid an additional EKG

allowance of one dollar and twenty-five cents (\$1.25) for each such procedure. The Hospital will provide a training course without charge to employees who are required to perform such EKG procedures.

MEMORANDUM OF UNDERSTANDING # 120

Between:

**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

RE: RESPIRATORY ASSISTANTS – EMPLOYEES EMPLOYED BY ST. BONIFACE HOSPITAL ONLY:

1. The terms of the Collective Agreement apply except as modified herein.
2. This memorandum shall apply to the Respiratory Assistants. The current incumbents are:
3. RESPIRATORY ASSISTANT – means an employee who works under the general direction of a Registered Respiratory Therapist in assisting with the provision of respiratory care to patients.
4. Employment to be connected subject to the provisions of Article 206 (Continuous Service).
5. Any change in job description whereby the Respiratory Assistant assumes duties of Respiratory Therapist shall be a matter of mutual discussion between the Association and

Employer. Failure to agree shall be subject to the Arbitration procedure.

6. In the event a vacancy occurs in the Respiratory Assistant classification, there shall be joint discussion between the Association and the Employer as to the necessity to fill the vacancy. (Intent: To fill all vacancies with Respiratory Therapists where possible.)
7. The Salary scales shall be: See Schedule "A"

MOU MASTER SIGNATURE PAGE

Between:

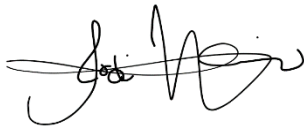
**WINNIPEG CHURCHILL HEALTH REGION EMPLOYERS
ORGANIZATION,
(the "Employer")**

And

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(the "Association")**

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

Signed this 24 day of July, 2025



Kerry Duggan



FOR THE EMPLOYER

FOR THE ASSOCIATION

SCHEDULE “A” – Wage Scales

The Employer will provide a general wage increase of 11.25% broken down by year as follows:

April 1, 2024 – 2.5% + 1% Market Adjustment for all classifications

April 1, 2025 – 2.75%

April 1, 2026 – 3.0%

April 1, 2027 – 3.0%

Note: The above general wage increases shall apply to all market adjustment or standardization negotiations which occurred pre-ratification, unless otherwise noted.

The Schedule “A” wage scales are not embedded in this agreement due to the large size of the document. Please refer to the separate document titled Schedule “A” for all WCHREO wage scales.

SCHEDULE “B” – Academic Allowance

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
\$125.00 per month [prorated on an hourly basis]
- Bachelor of Science degree
\$125.00 per month [prorated on an hourly basis]
- **Bachelor of Arts degree**
\$125.00 per month effective the date of ratification [prorated on an hourly basis]
- Masters degree
\$175.00 [prorated on an hourly basis]
- Fellowship or Licentiate
\$225.00 per month [prorated on an hourly basis]
- Doctoral degree
\$325.00 per month [prorated on an hourly basis]

Approved applications for Academic Allowance will commence on the date at which the employee provides their application and proof of their academic attainment to the Employer.

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” – Site List

Bargaining Unit

Winnipeg-Churchill Health Region Employers Organization

<u>Employer List</u>	<u>Site List</u>
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	Churchill Health Centre
	Deer Lodge Centre
	Golden West Centennial Lodge
	Grace Hospital
	Middlechurch Home of Winnipeg
	Pan Am Clinic
	Victoria Hospital
	Home Care Program
	Mental Health and Addictions Program, including: <ul style="list-style-type: none"> • <i>Addictions and Recovery (Former AFM)</i> • <i>Mental Health Promotion</i> • <i>Mental Health Housing Services</i> • <i>Mental Health Centralized Functions</i> • <i>Shared Care Mental Health</i>
	Primary Care Program, including: <ul style="list-style-type: none"> • <i>Healthy Aging Resource Team (HART)</i>

	<ul style="list-style-type: none"> • <i>Health Outreach and Community Supports (HOCS)</i> • <i>Midwifery Services</i> • <i>My Health Teams</i>
	Public Health Program, including: <ul style="list-style-type: none"> • <i>Healthy Sexuality and Harm Reduction</i> • <i>IMPACT, Injury Prevention</i> • <i>Nutrition Promotion</i> • <i>Physical Activity Promotion</i>
	Corporate and Regional Programs, including: <ul style="list-style-type: none"> • <i>Occupational Environment Safety and Health</i> • <i>Long Term Care – Access and Transition</i> • <i>Regional Audiologists</i> • <i>Regional Speech Language Pathologists</i> • <i>Regional Nutrition and Foods</i> • <i>Regional Pharmacy</i>
Actionmarguerite (Saint-Boniface) *	Actionmarguerite (Saint-Boniface)
Actionmarguerite (St. Joseph) *	Actionmarguerite (St. Joseph)
Bethania Mennonite Personal Care Home *	Bethania Mennonite Personal Care Home

Centre de santé Saint-Boniface *	Centre de santé Saint-Boniface
Concordia Hospital *	Concordia Hospital
Klinic Community Health *	Klinic Community Health
Misericordia Health Centre *	Misericordia Health Centre
Mount Carmel Clinic *	Mount Carmel Clinic
Nine Circles Community Health Centre *	Nine Circles Community Health Centre
Nor'West Co-op Community Health *	Nor'West Co-op Community Health
Riverview Health Centre*	Riverview Health Centre
St. Boniface Hospital *	St. Boniface Hospital
Seven Oaks General Hospital *	Seven Oaks General Hospital
Sexuality Education Resource Centre Manitoba *	Sexuality Education Resource Centre Manitoba

Southeast Personal Care Home *	Southeast Personal Care Home
Women's Health Clinic *	Women's Health Clinic

**Identifies non-transferred sites*

- Errors and Omissions Excepted
- PHLRS reserves the right to add to, modify, or delete sites.

Bargaining Unit

Shared Health Employers Organization

Employer List	Site List
Shared Health (SH) (Direct Operations)	<p>Crisis Response Services, including:</p> <ul style="list-style-type: none"> • Alternative Response to Citizens in Crisis (AARC) • Crisis Response Centre • Crisis Stabilization Unit • Mobile Crisis Services • Provincial Virtual Crisis Services (PVCS) • Rapid Access to Addictions Medicines (RAAM) • Urgent Follow up Intensive Treatment Team (UFITT)

	<p>Diagnostic Services, including:</p> <ul style="list-style-type: none"> • Diagnostic Imaging • Cadham Provincial Laboratory • Urban and Rural Laboratories • NICT (Non-Invasive Cardiac Testing) • Breast Health (rural, urban, and mammography)
	<p>Emergency Response Services, including:</p> <ul style="list-style-type: none"> • Alternative Integrated Accommodation (AIA) • Child Health Transport • Emergency Medical Services (EMS) • Interfacility Patient Transport (IFT) • Medical Transportation Coordination Centre (MTCC) • Virtual Emergency Care and Transfer Resource Service (VECTRS)
	Health Sciences Centre
	Selkirk Mental Health Centre
	<p>Mental Health and Addictions Program, including:</p> <ul style="list-style-type: none"> • Drug Treatment Diversion Program • Extension of Community Healthcare Outcomes (ECHO)

	<ul style="list-style-type: none"> • Early Psychosis Prevention & Intervention Service (EPPIS) • SH – Centralized Intake and Assessment • Knowledge Exchange Research & Evaluation (KERE) • Manitoba Addictions Help Line from Riverpoint Centre • Manitoba Opioid Support & Treatment (MOST) • Mental Health Court Team • Prevention Education Consultants • Program of Assertive Community Treatment (PACT) • FASD Addictions Services – Starfish Program • Youth Rehabilitation and Recovery Inpatient Treatment Service (COMPASS) • School Based MHA
	Provincial Pharmacy Shared Service
	Wellbeing
Cancer Care Manitoba *	CancerCare Manitoba *
Eden Mental Health Centre*	Eden Mental Health Centre (Winkler) *

Rehabilitation Centre for Children *	Rehabilitation Centre for Children *
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**Identifies non-transferred sites*

- Errors and Omissions Excepted
- PHLRS reserves the right to add to, modify, or delete sites.

Bargaining Unit

Northern Health Region Employers Organization

<u>Employer List</u>	<u>Site List</u>
Northern Regional Health Authority (NRHA) (Direct Operations)	Flin Flon General Hospital (including Flin Flon Clinic, Flin Flon Personal Care Home, Northern Lights Manor)
	The Pas Health Complex (including St. Anthony's General Hospital, St. Paul's Residence, The Pas Clinic, Rosaire House Addiction Centre)
	Thompson General Hospital (including Northern Consultation Clinic, Northern Spirit Manor, Thompson Clinic, Hope North Recovery Centre for Youth, Northern

	Regional Health Authority Administration Building, Eaglewood Treatment Centre)
	Home Care Program
	Mental Health and Community Addictions Program
	Public Health Program

- Errors and Omissions Excepted
- PHLRS reserves the right to add to, modify, or delete sites.

SCHEDULE “D” – Remoteness Allowance

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

A. Eligibility Claim:

A claim with appropriate attestation, notarized where considered necessary, for payment of Single or Dependent allowance, shall be submitted to the Employer when first requesting the allowance and at the request of the Employer. However, the employee is responsible to provide appropriate attestation to the Employer when any change occurs in the eligibility of a dependent.

B. Single or Dependent Allowance:

Subject to Section 3 below the single status will be paid to employees, that have established a residence and maintain a home in a location designated as a Remote Location and who are eligible for the payment of a Remoteness Allowance. Claims for Dependent's Allowance will be subject to the following criteria and conditions:

1. The employee shall be supporting (1) one or more dependents where a dependent includes:
 - i. a spouse or common-law partner living with and dependent on the employee for main and continuing support;
 - ii. an unmarried dependent child under eighteen (18) years of age;
 - iii. an unmarried dependent child over eighteen (18) but under twenty-one (21) years if in full time attendance at a school or university or similar educational institution;
 - iv. an unmarried child of any age with a disability 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 (1) year prior to the application for Dependent's rate.
3. Where both spouses or common-law partners are employees of the Employer to which these eligibility criteria apply, the Dependent rate will be paid to one (1) spouse or common-law partner only and the other one will not receive either the Dependent or Single rate of Remoteness Allowance. Where specially requested by both employees in writing, the dependent's rate may be divided and equal amounts (to the nearest cent) paid to each employee.

C. Calculation of and Eligibility for Daily rates:

1. Remoteness Allowances are to be considered on a daily basis, i.e. 1/10th of the bi-weekly rate, up to the maximum amount for the bi-weekly period.
2. The employee shall receive 1/10th of the bi-weekly rate for every day the employee is at work irrespective of the number of hours worked, so long as a minimum of one hour is worked that day.
3. Where an employee regularly works a shift above the normal daily hours as provided for in Article 12, the allowance will be provided on a prorated basis.

D. Location and Residence:

The Remoteness Allowance applicable to the location at which the employee has established their residence and maintains a family home is normally that which prevails, since the residence would be within normal daily travel distance to the employees' base location. In any case where the employee does not have

a residence established on a continuing basis in relation to their base location, the location of the employee's base location, as established by the Employer, shall be considered the location for Remoteness Allowance.

E. Limitations:

The Remoteness Allowances for the various sites for employees who are single or supporting dependents(s) as indicated, represent a maximum hourly taxable allowance relative to paid employment. They are payable during paid general holidays and vacations taken during continued employment, and while receiving authorized income protection benefits. They are not payable during periods of absence without pay, nor payable at overtime rates or other premiums nor included as part of regular bi-earnings in calculation of vacation wages on termination of employment.

F. Travel Time Days:

A full-time employee eligible for Remoteness Allowance as provided in this schedule shall be eligible, in each fiscal year (April 1 to March 31), to receive up to a maximum of two (2) days travel time without loss of regular pay. Such days shall be pro-rated on regular hours worked for part-time employees.

G. Geographic Eligibility:

No location will be included for Remoteness Allowance that is two hundred and fifty (250) kilometers or less from the centre of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of sixty-five (65) kilometers or more by the most direct road to a provincial trunk highway or paved provincial road, and the aggregate distance to the highway or paved road and then to Winnipeg or Brandon totals two hundred (200) or more kilometers. No location having road access and situated south of the fifty-third (53rd) parallel of latitude will be included unless the criterion concerning off-highway access was met.

H. Bi-Weekly Rates:

1. The Biweekly Remoteness Allowance shall be paid on the same basis as the Provincial Government employees and the current rates will be posted by the Employer on its website and updated accordingly.
2. Any changes to the Remoteness Allowance rates made by the Provincial Government will equally affect all employees covered under the Scope of this Agreement.
3. The bi-weekly remoteness allowances relative to each location at single and dependent rates are as follows:

	Effective	Effective	Effective	Effective
	March 25, 2023	March 23, 2024	March 22, 2025	March 21, 2026
Berens River				
Dependent	317.99	326.73	336.53	346.63
Single	182.31	187.32	192.94	198.73
Bissett				
Dependent	210.98	216.78	223.28	229.98
Single	124.72	128.15	131.99	135.95
Bloodvein River				
Dependent	322.73	331.61	341.56	351.81
Single	185.39	190.49	196.20	202.09
Brochet				
Dependent	379.84	390.29	402.00	414.06
Single	218.72	224.73	231.47	238.41
Churchill				
Dependent	307.08	315.52	324.99	334.74

Single	186.30	191.42	197.16	203.07
Cormorant				
Dependent	179.28	184.21	189.74	195.43
Single	114.34	117.48	121.00	124.63
Cranberry Portage				
Dependent	153.63	157.85	162.59	167.47
Single	96.78	99.44	102.42	105.49
Crane River				
Dependent	189.25	194.45	200.28	206.29
Single	137.49	141.27	145.51	149.88
Cross Lake				
Dependent	341.91	351.31	361.85	372.71
Single	197.66	203.10	209.19	215.47
Dauphin River (Anama Bay)				
Dependent	212.09	217.92	224.46	231.19
Single	150.51	154.65	159.29	164.07
Easterville				
Dependent	156.83	161.14	165.97	170.95
Single	99.02	101.74	104.79	107.93
Flin Flon				
Dependent	132.92	136.58	140.68	144.90
Single	82.70	84.97	87.52	90.15
Gillam				
Dependent	273.16	280.67	289.09	297.76
Single	165.27	169.81	174.90	180.15
God's Lake Narrows				
Dependent	376.76	387.12	398.73	410.69
Single	216.58	222.54	229.22	236.10

God's River				
Dependent	381.66	392.16	403.92	416.04
Single	219.92	225.97	232.75	239.73
Grand Rapids				
Dependent	152.48	156.67	161.37	166.21
Single	94.26	96.85	99.76	102.75
Ilford				
Dependent	408.11	419.33	431.91	444.87
Single	233.60	240.02	247.22	254.64
Island Lake/Garden Hill				
Dependent	351.00	360.65	371.47	382.61
Single	200.50	206.01	212.19	218.56
Jen Peg				
Dependent	249.29	256.15	263.83	271.74
Single	149.00	153.10	157.69	162.42
Lac Brochet				
Dependent	413.95	425.33	438.09	451.23
Single	237.47	244.00	251.32	258.86
Leaf Rapids				
Dependent	210.85	216.65	223.15	229.84
Single	130.87	134.47	138.50	142.66
Little Grand Rapids				
Dependent	338.28	347.58	358.01	368.75
Single	191.84	197.12	203.03	209.12
Lynn Lake				
Dependent	217.75	223.74	230.45	237.36
Single	131.83	135.46	139.52	143.71
Manigotagan				

Dependent	210.98	216.78	223.28	229.98
Single	124.72	128.15	131.99	135.95
Matheson Island				
Dependent	215.07	220.98	227.61	234.44
Single	152.50	156.69	161.39	166.23
Moose Lake				
Dependent	227.70	233.96	240.98	248.21
Single	140.78	144.65	148.99	153.46
Negginan/Poplar Point				
Dependent	323.31	332.20	342.17	352.44
Single	185.94	191.05	196.78	202.68
Nelson House				
Dependent	232.80	239.20	246.38	253.77
Single	142.17	146.08	150.46	154.97
Norway House				
Dependent	304.11	312.47	321.84	331.50
Single	173.90	178.68	184.04	189.56
Oxford House				
Dependent	369.57	379.73	391.12	402.85
Single	211.41	217.22	223.74	230.45
Pikwitonie				
Dependent	298.15	306.35	315.54	325.01
Single	178.60	183.51	189.02	194.69
Pukatawagan				
Dependent	245.69	252.45	260.02	267.82
Single	150.92	155.07	159.72	164.51
Red Sucker Lake				
Dependent	374.78	385.09	396.64	408.54

Single	214.99	220.90	227.53	234.36
St. Therese Point				
Dependent	351.00	360.65	371.47	382.61
Single	200.50	206.01	212.19	218.56
Shamattawa				
Dependent	401.11	412.14	424.50	437.24
Single	232.91	239.32	246.50	253.90
Sherridon				
Dependent	242.80	249.48	256.96	264.67
Single	148.93	153.03	157.62	162.35
Snow Lake				
Dependent	182.40	187.42	193.04	198.83
Single	113.40	116.52	120.02	123.62
Southern Indian Lake				
Dependent	386.36	396.98	408.89	421.16
Single	222.85	228.98	235.85	242.93
Split Lake				
Dependent	401.95	413.00	425.39	438.15
Single	229.44	235.75	242.82	250.10
Tadoule Lake				
Dependent	420.28	431.84	444.80	458.14
Single	241.92	248.57	256.03	263.71
The Pas				
Dependent	124.74	128.17	132.02	135.98
Single	76.25	78.35	80.70	83.12
Thicket Portage				
Dependent	297.51	305.69	314.86	324.31
Single	178.12	183.02	188.51	194.17

Thompson				
Dependent	198.60	204.06	210.18	216.49
Single	139.54	143.38	147.68	152.11
Wabowden				
Dependent	254.91	261.92	269.78	277.87
Single	173.94	178.72	184.08	189.60
Waterhen				
Dependent	157.50	161.83	166.68	171.68
Single	98.49	101.20	104.24	107.37
York Landing				
Dependent	405.45	416.60	429.10	441.97
Single	236.16	242.65	249.93	257.43

APPENDIX “A” – Classifications

Audiologist - An employee who is registered to practice by the CASLPM.

General Duty Audiologist -- A working level Audiologist.

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

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

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

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

Charge Cardiology Technologist – A Cardiology Technologist who is delegated the overall responsibility for a formally recognized unit of Cardiology.

Cardiovascular Technologist (Non-invasive) – An advanced Certified Cardiology Technologist with at least two (2) years equivalent experience (4160 hours), working with advanced certification.

Senior Cardiovascular Technologist (Invasive) - A technologist who:

- a) provides technical, clinical technical and clinical assistance to physician during all diagnostic and therapeutic procedure, including aspects of physiological monitoring;
- b) collects and analyses all cardiac catheterization data;
- c) assists in the ordering and maintaining of an inventory of supplies for physiological and computer equipment;
- d) assists in teaching programs for students from various disciplines and has obtained CACPT certification.

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

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

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

Case Coordinator - An employee who has a Baccalaureate Degree in a related Health or Human Sciences profession with applicable active registration/licensure, or equivalent, who is responsible for assessing, planning and coordinating services for Home Care clients.

Community Health Worker - An employee who carries out activities in clinical treatment, community health, community development, administration under the direction of the Senior Public Health Nurse.

Community Mental Health Worker/Clinician - An employee who has a Baccalaureate Degree in a related Health or Human Sciences profession with applicable active licensure, or equivalent, who promotes mental health through the provision of direct clinical services, consultation services, crisis intervention and professional and public education to a target population.

Diabetes Educator - An employee who has a Baccalaureate Degree in a related Health or Human Sciences profession with applicable active licensure, or equivalent, who provides prevention, education, care, research and support in the area of Diabetic Education in the community.

Dietetic Technician - An employee who is a graduate of a two (2) year Certified in Food Safety Supplier Audits (CFSSA) approved program.

Dietitian - An employee registered by the CDM to practice in the Province of Manitoba.

Staff Dietitian/Community Nutritionist – A Dietitian, who assesses, develops and implements, records and follows up on the nutrition care plans or programs for individuals, groups or community.

EEG Technologist - An employee who is a graduate of approved training and who has attained certification and is registered with the CBRET.

EEG Technologist in Training/EEG Technician -- An employee who possesses a diploma as an EEG Technician, or has completed a three (3) to six (6) month period as an EEG Trainee but who has neither become certified by the CBRET, nor employed in an EEG Technologist position, and who will remain in that classification until successful completion of the appropriate certification examination with the CBRET. An EEG Technician who fails to successfully pass these certification examinations the second time of writing shall be terminated.

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

Senior EEG Technologist -- An EEG Technologist who in addition to the duties of a General Duty EEG Technologist:

1. Has been delegated supervisory duties for the daily work of assigned staff; and/or
2. Has been delegated the major ongoing responsibility for a teaching program.

Charge EEG Technologist – A Technologist who is delegated the overall responsibility for a formally recognized unit of EEG.

EMG Technologist - An employee who is a graduate of approved training and/or an individual who has attained certification and is currently registered with the CAET.

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

EMG Technician – An Employee who has completed a three (3) month period as an EMG trainee but who has neither become certified by the CAET, nor employed in an EMG Technologist position, and who will remain in that classification until successful completion of the appropriate certification examination with the CAET. An EMG Technician who fails to successfully pass these certification examinations the second time of writing shall be terminated.

Health Promotion Education Specialist - An employee who has a Baccalaureate Degree in a related Health or Human Sciences field who participates in assessment, planning, implementation and evaluation of health promotion programs specific to health needs of the Employer.

Medical Laboratory Technologist – An employee who is a graduate of an approved training program who has attained certification and currently has an active registration with CMLTM.

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

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

1. Has been delegated supervisory duties for the daily work of assigned staff; and/or
2. Has been delegated the major ongoing responsibility for a teaching program in the department; and/or
3. Has been assigned the ongoing primary responsibility of maintaining Employer designated programs. (A program is neither a test procedure nor a method producing results nor a formally recognized unit of laboratory organization.)

Charge Laboratory Technologist -- A Technologist who is delegated the overall responsibility for a formally recognized unit of lab.

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

Medical Sonographer - An employee who is a graduate of an approved school of Medical Sonography who has attained certification and is currently registered with the ARDMS.

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

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

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

Charge Medical Sonographer - A Sonographer who is delegated the overall responsibility for a formally recognized unit of Diagnostic Imaging.

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 is responsible for the development and/or coordination of program(s) or project.

Charge Occupational Therapist– An Occupational Therapist who is delegated the overall responsibility for a formally recognized unit of Occupational Therapy.

Clinical Specialist – An Occupational Therapist who has demonstrated skills and ability in education, research and patient care, and who has specific duties pertaining to scientific inquiry, consultation, and/or education.

Education, Systems and Research Coordinator – An Occupational Therapist with advanced qualifications who is responsible for one or more discipline related activities such as – systems analysis, development and/or implementation; coordination and/or facilitation of research; management of educational programs.

Orthoptic Technician (Senior) – A Technician who has completed the requirements of an approved Canadian Orthoptic training program and who is currently registered with the Canadian Orthoptic Society, and who has been:

- a) delegated the supervisory duties of staff assigned;
 - b) delegated the major ongoing responsibilities for a teaching program;
 - c) assigned the ongoing primary responsibilities of maintaining Employer designated programs.
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Pharmacist – An employee who is currently licensed by the CPhM, and is entitled to engage in the practice in the province of Manitoba.

Staff Pharmacist – A Pharmacist who performs Pharmacist duties which may include but are not limited to drug distribution, therapeutic monitoring, pharmaceutical care and patient care/ education.

Pharmacist Intern – One who is seeking registration with CPhM as a Pharmacist subsequent to graduation from an approved university program in Pharmacy and is performing required pharmaceutically related duties under the direct supervision of a licensed Pharmacist.

Pharmacy Technician – An employee who is a graduate of an approved training program and performs functions as delegated by a Pharmacist in accordance with established legislation, policies and procedures.

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 – A Physiotherapist who in addition to the duties of a Staff Physiotherapist is responsible for the development and/or coordination of Employer designated program(s) or project(s).

Charge Physiotherapist - A Physiotherapist who is delegated the overall responsibility for a formally recognized unit of Physiotherapy.

Research Clinician – A Physiotherapist responsible for highly skilled or specialized work in the primary areas patient care, education or research and has specific duties pertaining to scientific inquiry, consultation, and/or education.

Physics Associate - An employee who is a graduate of an approved school of Nuclear Medicine Technology, Radiology Technology, Radiation Therapy, Laboratory Technology and/or an individual with a University Degree in Physics or other appropriate related discipline.

General Duty Physics Associate - A working level Physics Associate who may be required to carry out peer/trainee functional instruction.

Radiation Protection Officer - An employee who is a graduate of an approved Radiological Technology Program (Radiography, Radiotherapy or Nuclear Medicine) or a university graduate with a degree in Physics or other directly related discipline.

General Duty Radiation Protection Officer - A working level Radiation Protection Officer who may be required to carry out peer/trainee functional instruction.

Senior Radiation Protection Officer - A Radiation Protection Officer who, in addition to the Radiation Protection Officer duties, has been:

- a) delegated supervisory duties for the daily work of assigned staff; and/or
- b) assigned the ongoing primary responsibility of maintaining Employer designated programs; and/or
- c) delegated the major ongoing responsibility for a teaching program.

Charge Radiation Protection Officer - A Radiation Protection Officer responsible for the operations of a formally recognized unit of Radiation Protection officers.

Radiopharmacy Technologist – An employee who is a graduate of a recognized university with a degree in Chemistry, Physics, or Biological Sciences or other appropriate related discipline who is responsible for and regularly performs assigned Radiopharmacy technical procedures.

General Duty Radiopharmacy Technologist – A working level Radiopharmacy Technologist who may be required to carry out peer/trainee demonstrations.

Recreation Therapist/Coordinator - An employee who is a graduate of a recognized degree program in Recreation Studies

who plans, implements and coordinates therapeutic recreation programs and services.

Respiratory Therapist – An employee who is currently licensed by the MARRT and is eligible to practice in the Province of Manitoba.

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

Senior Respiratory Therapist – A Respiratory Therapist who in addition to the duties of a Staff Respiratory Therapist is responsible for the development and/or coordination of Employer designated program(s) or project(s), and/or A Respiratory Therapist in a site which employs not more than one (1) equivalent full-time Respiratory Therapist.

Charge Respiratory Therapist – A Respiratory Therapist who is delegated the overall responsibility for a formally recognized unit of Respiratory Therapy.

Social Worker – An employee who possesses Baccalaureate Degree in Social Work and who is registered with the MCSW and who provides direct social work assessment and intervention services including counselling and locating and arranging resources to patient/clients and their families and/or groups of patients/clients.

Addiction Clinician Team Leader - An employee who possesses a degree in Social Work and who is registered with the MCSW,

who receives and screens all referrals to the program and services, and oversees client support services within the Centre.

Addiction Clinician – An employee who possesses a degree in Social Work and who is registered with the MCSW, who provides individual and group counselling for clients primarily in the areas of alcohol, drugs and/or gambling dependency, and who assesses the needs and monitors the progress of clients assigned.

Speech/Language Pathologist – An employee who is licensed by the MSHA and is eligible to practice in the Province of Manitoba.

Staff Speech/Language Pathologist – a Speech/ Language Pathologist who formulates, performs, records and consults on all aspects of speech/language pathology patient care.

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.
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APPENDIX “B” – Abbreviations

APRT(T)	Advanced Practice Registered Technologist (Radiation Therapy) (certified with CAMRT)
ARDMS	American Registry for Diagnostic Medical Sonography
ARRT	Advanced Registered Respiratory Therapist (certified by and currently registered with MARRT)
ART	Advanced Registered Technologist (certified by & currently registered with CSMLS)
BSc	Bachelor of Science
BScPh	Bachelor of Science Pharmacy
BSW	Bachelor of Social Work
CACPT	The Canadian Association of Cardio-Pulmonary Technologists
CAET	Canadian Association of Electromyography Technologists
CAMRT	Canadian Association of Medical Radiation Technologists
CAOT	Canadian Association of Occupational Therapists
CAPT	Canadian Association of Pharmacy Technicians
CASLPM	College of Audiologists and Speech-Language Pathologists of Manitoba
CBRET	Canadian Board of Registration of Electroencephalograph Technologists, Inc.
CCMB	CancerCare Manitoba
CDM	College of Dietitians of Manitoba
CMLTM	College of Medical Laboratory Technologists of Manitoba
COTM	College of Occupational Therapists of Manitoba
CPA	Canadian Physiotherapy Association
CPhM	College of Pharmacists of Manitoba
CPM	College of Physiotherapists of Manitoba
CPsych	Certificate of registration as a psychologist through – The Psychological Association of Manitoba
CRCS	Canadian Registered Cardiac Sonographer (registered through Sonography Canada)

CRGS	Canadian Registered Generalist Sonographer (registered through Sonography Canada)
CRS	Canadian Registered Sonographer (registered through Sonography Canada)
CRVS	Canadian Registered Vascular Sonographer (registered through Sonography Canada)
CSCT	Canadian Society of Cardiology Technologists
CSMLS-SCSLM	Canadian Society of Medical Laboratory Science
CSOT	Canadian Society of Orthopaedic Technologists
CSRT	Canadian Society of Respiratory Therapists
DABCC	Diplomate of the American Board of Clinical Chemistry
D-ABFT	Diplomate of the American Board of Forensic Toxicology
DABMGG	Diplomate of the American Board of Medical Genetics
D(ABMM)	Diplomate of the American Board of Medical Microbiology
EEG	Electroencephalograph
EKG/ECG	Electrocardiograph
EMG	Electromyograph
FACMG	Fellow of the American College of Medical Genetics and Genomics
FCACB	Fellowship of the Canadian Academy of Clinical Biochemistry
FCAMRT	Fellow of the Canadian Association of Medical Radiation Therapists
FCCM	Fellow of the Canadian College of Microbiologists
FCCMG	Fellow of the Canadian College of Medical Geneticists
FCSMLS	Fellowship of the Canadian Society for Medical Laboratory Science
MACT	Manitoba Association of Cardiology Technologists
MAHE	Manitoba Association of Home Economics
MARRT	Manitoba Association of Registered Respiratory Therapists
MCISc	Master of Clinical Science
MCSW	Manitoba College of Social Workers
MLA	Medical Laboratory Assistant

MLT	Medical Laboratory Technologist
MOT	Master of Occupational Therapy
MPA	Manitoba Physiotherapist Association
MPhA	Manitoba Pharmaceutical Association
MPT	Master of Physical Therapy
MSc	Master of Science
MSHA	Manitoba Speech and Hearing Association
MSOT	Manitoba Society of Occupational Therapists
PharmD	Doctorate in Pharmacy
PhD	Doctorate
PsyD	Doctor of Psychology
RCT	Registered Cardiology Technologist (certified and currently registered with CSCT)
RD	Registered Dietitian
RDCS	Registered Diagnostic Cardiac Sonographer (certified through the ARDMS)
RDMS	Registered Diagnostic Medical Sonographer (certified through the ARDMS)
RET	Registered Electroencephalograph Technologist (certified by & currently registered with CBRET)
RN	Registered Nurse
RPN	Registered Psychiatric Nurse
RRC	Red River College
RRT	Registered Respiratory Therapist (certified by and currently registered with MARRT)
RSW	Registered Social Worker
RT	Registered Technologist (certified by & currently registered with CSMLS)
RTMR	Registered Technologist, Magnetic Resonance (certified by and currently registered with CAMRT)
RTNM	Registered Technologist, Nuclear Medicine (certified by and currently registered with CAMRT)
RTR	Registered Technologist, Radiological Technology (certified by and currently registered with CAMRT)

RTT	Registered Radiation Therapist (certified by and currently registered with CAMRT)
RVS	Registered Vascular Sonographer (certified through ARDMS)