

# **MAHCP Contract Interpretation Manual**

## **COLLECTIVE AGREEMENTS**

### **BETWEEN:**

**SHARED HEALTH (SHEO),  
WINNIPEG-CHURCHILL (WCHREO),  
NORTHERN (NHREO)**

**and**

**MANITOBA ASSOCIATION OF  
HEALTH CARE PROFESSIONALS  
(MAHCP)**

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

*This Contract Interpretation Manual (CIM) is intended to provide guidance on the interpretation and application of the MAHCP Central Table Collective Agreements and related Memoranda of Understanding (MOUs) for MAHCP - represented employees. It reflects MAHCP's interpretation of the Articles and may not represent the views of the Employer(s). The information provided is for reference purposes only and does not replace the language of the collective agreement, which remains the legal binding document between the parties.*

*Employees who have questions regarding the application of Articles, MOUs, Seniority, Vacancy Selection, or other contract provisions should contact their Labour Relations Officer (LRO) for clarification and support.*

*Users of this manual should also note that policies, procedures, and practices may change over time, and this manual is intended to supplement - not override - the Collective Agreement. It is important for employees to retain copies of their letters of offer, MOUs, and other relevant documentation, as these documents may be referenced in discussions about rights and entitlements.*

*Furthermore, this document is a living document, and interpretations may change based on grievance resolutions, agreements between the Employer(s) and the Association, and/or arbitration rulings.*

### ***How to use this Contract Interpretation Manual***

*The base Collective Agreement used is **Shared Health (Dark Green)**. The following colour legend is used to indicate differences from the base language where there is a specific variation between Collective Agreements. Base language in bold represents new wording in the 2024-2028 Collective Agreements.*

#### **Interpretation:**

- Dark Green – Shared Health (SHEO) - (Base language used)
- Blue – Winnipeg Churchill (WCHREO)
- Purple – Northern Region (NHREO)

*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 Shared Health Employers Organization recognize the Association as the sole bargaining agent for employees in the bargaining units defined in the (Interim) Certificate HSBURA-0011, as may be granted voluntary recognition by the Employer and identified in Schedule "A" or as may be issued by the Manitoba Labour Board.

*MAHCP is the only union recognized to represent the employees covered by this agreement. The Employer cannot negotiate separate deals with individuals outside the terms of the agreement.*

*Employees have the right to union representation in all labour relations matters.*

*The bargaining unit is defined by the Manitoba Labour Board certificate.*

- 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.

*If the Labour Board decides a person should be included in the bargaining unit, the Employer and the union must meet to set the classification and pay scale. If they cannot agree, the matter goes to arbitration under the grievance procedure.*

- 104 No employee shall enter into any separate agreement which conflicts with the provisions hereof.

*No employee or employer can make a side agreement that conflicts with the collective agreement unless both the union and Employer agree, or as part of a grievance or arbitration resolution.*

## **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.

*An employee’s base location is the main place they are assigned for mileage and scheduling purposes. It is listed in the offer letter and kept in the personnel file.*

- *The base location cannot be changed without the employee’s agreement.*
- *“Base location” is different from “worksite” (see Article 216).*

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.

*Concurrent employment means holding more than one position with the same Employer.*

- *Example: Working at two hospitals under the same Employer is concurrent.*
- *Working for two separate Employer organizations is **not** concurrent employment.*
- *Refer to Schedule C for Employer/site details.*
- *Contact your Labour Relations Officer for specific situations.*

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.

*Continuous service starts from the date an employee last became a permanent or term full-time/part-time employee.*

- *Casual service does not count toward continuous service.*
- *Moving from a permanent/term position to casual breaks continuous service.*
- *If returning to a permanent/term role after casual work, vacation, seniority, and sick leave start from zero.*

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.

*The “employer” is the legal entity listed in Schedule C.*

- *An employer organization can have multiple employers.*
- *Understanding the difference between “employer” and “employer organization” is important for interpreting the agreement.*

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”.



*There are three separate Employer organizations in MAHCP central table bargaining:*

- 1. Northern Health Region Employers Organization (NHREO)*
- 2. Shared Health Employers Organization (SHEO)*
- 3. Winnipeg–Churchill Health Employers Organization (WCHREO)*

*Each is a separate bargaining unit.*

- 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”.  
*A site is the facility or program where an employee works, as listed in Schedule C.*
- *A site can include multiple base locations and worksites.*
  - *Example: All Shared Health Diagnostic Services locations in Manitoba are considered one site.*
- 214 “Transfer” shall mean a change by an employee from one position to another position with the same salary range and the same employer.  
*A transfer should be employee driven; a voluntary change in positions within the same salary range and with 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.

*The worksite is where the employee is assigned to perform work.*

- *Unlike the base location, the worksite can be changed by the Employer.*
- *An employee can only have one base location but may be assigned multiple worksites.*
- *Employees may be entitled to mileage or other expenses if travel is required.*

**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.

*Employment status is confirmed at hire and when it changes, with a copy in the personnel file.*

- *Full-time: Regular hours as in Article 12.*
- *Part-time: Less than full-time hours, on a regular schedule. See Article 5.*

- *Casual: Works occasionally, to replace others or fill shortages. See Article 4.*
- *Term: Works for a set period or project. See Article 3.*

*An employee can only have one employment status per Employer.*

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.

*The term "grant employee" should be included in the job posting so applicants understand that monetary benefits are limited to what is included in the posting. Prospective applicants are encouraged to request a list of included benefits before accepting a position attached to grant money.*

220 A shift shall mean the regular daily hours of work established under Article 1201.

221 **"Multi-Worksite Position" shall mean a position scheduled to work at multiple worksites, as determined by the Employer and as designated on the job posting, to be where the employee is assigned to perform work for the purpose of service delivery provision. Multi-Worksite Positions shall be assigned a Base Location as per Article 202, will be eligible for Travel Expenses (Article 17) to other designated worksites. Multi-Worksite Positions will not be utilized in the same manner as Relief Positions and shall have a regular normal repeating rotation of shifts in accordance with Article 1301.**

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.

*The term “grant employee” should be included in the job posting so applicants understand that monetary benefits are limited to what is included in the posting. Prospective applicants are encouraged to request a list of included benefits before accepting a position attached to grant money.*

### **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.

*Term extensions must have the agreement of MAHCP.*

- 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.

*A term employee may have to finish their current term before being considered for another term job, unless the new job extends their employment.*

- 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.

*Term employees have seniority rights for applying to permanent vacancies and do not have to wait for their term to end.*

- 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.

*If a term employee moves to another position with the same employer within 6 weeks, certain benefits carry over, including vacation rate, sick leave, and increment date.*

- 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.

#### **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 217 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.  
*Vacation pay of 6% of hours worked, paid on each cheque in lieu of receiving paid vacation days.*
  - 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) Casual employees shall receive increments on the basis of one (1) increment upon completion of the full-time equivalent regular hours worked, in accordance with Article 1201. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.
- n) **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.**

- o) 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.
- p) Casual employees shall be paid at straight time rates when the Employer requires or pre-approves attendance at educational events, training, and staff meetings.
- q) Article 29 (Safety, Health and Reasonable Accommodation) shall apply to casual employees.
- r) Articles 2403 b) and 2415 c) shall apply to casual employees.
- s) Article 17 (Travel Expenses) shall apply to casual employees.
- t) 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.
- u) Responsibility pay in accordance with Article 2301 shall apply to casual employees.
- v) Article 42 (Uniforms) 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 (5.0%)** 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.

*Part-time employees receive 5% of basic pay in lieu of general holiday time off.*

- *This is paid on each cheque, in addition to any holiday pay for hours worked on a general holiday.*



- *If a new general holiday is declared, the percentage increases accordingly.*

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.

- *Vacation is taken over the same number of weeks as a full-time employee at the same accrual rate, unless otherwise agreed.*
- *Pay is proportionate to the employee's EFT.*
- *Vacation is scheduled on days the employee would normally work.*

- 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.

*Extra hours worked above EFT earn additional vacation pay, paid out at the start of the next 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.

*Part-time employees who request in writing to work extra shifts get priority over casuals, if:*

- *They are qualified and oriented.*
- *Accepting the shift will not create overtime costs.*

*Priority order:*

1. *Same department/base location (by seniority)*
2. *Same site (equitable basis)*
3. *Other sites in the employer (equitable basis)*

- 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.

*If a general holiday falls on a scheduled workday but the unit is closed or staffing is reduced, the part-time may take unpaid leave, vacation time, banked time, or request another shift within the same posted schedule.*

## **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.

*Vacation and leave requests must be submitted to each department/site manager.*

- *Approval depends on seniority within each site.*
- *It may not always be possible to take vacation from both positions at the same time.*

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.

*Please see 704 (end of article) for definition of "material change".*

**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 and wage rate for such classification shall be established by the Employer with notification 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 wage rate 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 in a) above, the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range 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.

The Employer can make changes to classifications and wage rates but the above language provides a process for the Association to challenge or object to these changes.

- The union has 45 days to object in writing.
- If the union objects, both parties have 30 days to negotiate a salary range.
- If no agreement is reached, the matter goes to arbitration (Article 28).

- 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.**

*Employees can request a classification review if their job duties have materially or substantially changed.*

*Material and substantial change in job functions must be more than day-to-day variations; it requires a significant shift in responsibilities, skills, or qualifications that alters the essential character of the role. More of the same work, or work of a lower paid classification, does not qualify as a material change.*

- *The request must be in writing with reasons.*
- *The Employer reviews and responds within 90 days.*
- *If the employee disagrees, a grievance may be filed under Article 27.*

- *If reclassified higher, pay is retroactive to the request date.*
- *If reclassified lower, current pay is maintained for up to 3 years or until the new rate surpasses the old rate.*

**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.**

*If major organizational changes affect job roles, the Employer and Association must meet within 90 days to review classifications. As Employer organizations evolve, these discussions help ensure members' rights and benefits are protected during restructuring.*

**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.**

*This clause grants the Employer broad authority over the operation of the business but recognizes that this authority must align with the terms of the Agreement.*

**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.**

○ **Reasonable Action:**

- *The Employer is required to act in a way that is rational and justifiable, considering all relevant factors when making decisions or taking actions.*



- *Fairness:*
  - *The Employer must treat all parties impartially and without bias, ensuring equitable treatment for employees*
- *Good Faith:*
  - *The Employer should operate with honesty, transparency, and integrity, with the intent to uphold the spirit of the agreement rather than undermine it.*
- *Consistency with the Agreement:*
  - *The Employer's actions must align with the principles and terms outlined throughout the agreement, ensuring that decisions are not contradictory to the overall intent of the document.*

## **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.

*Pay rates are listed in:*

- *Schedule A (wage scales)*
- *Schedule B (academic allowances)*
- *Schedule D (remoteness allowances)*

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.

*An anniversary date for incremental purposes is the date each year where an employee moves to the next step on their pay scale. Note that this date can change through the course of employment, if a member has a break in service it will result in a new anniversary date. A break in service results from the termination of a permanent or term position; casual employment also constitutes a break in service.*

- 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 table:
    - **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.

*Starting step is based on recent, relevant full-time equivalent (FTE) experience:*

<b>Hours / Years FTE</b>	<b>Timeframe</b>	<b>Placement</b>
< 2015 hrs (< 1 yr)	Anytime	Start rate
2015 hrs (1 yr)	4 yrs	1-Year rate
4030 hrs (2 yrs)	5 yrs	2-Year rate
6045 hrs (3 yrs)	6 yrs	3-Year rate
8060 hrs (4 yrs)	6 yrs	4-Year rate
10075 hrs (5 yrs)	7 yrs	5-Year rate
12090 hrs (6 yrs)	8 yrs	6-Year rate

*Employers may offer higher starting pay if extra experience or qualifications justify 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.

*Graduates awaiting certification/licensure **may** be paid 8% less until proof is provided.*

- *If certification is received more than 6 months after hire, the anniversary date resets to that date (unless delayed for valid reasons).*
- *Failure to obtain certification within 12 months is 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.

*This article sets out the timeline for correcting payroll errors that result in an employee being underpaid. It applies only to regular pay and does not cover overtime, premiums, or other additional payments.*

**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.**

*See Article 2 for the definition of 'Continuous Service.' An employee becomes eligible for the higher rate after reaching 15, 20, or 25 years of continuous service **and** completing one year on the top step of their salary scale.*

*In a promotion scenario, an employee does not automatically retain their 15-, 20-, or 25-year rate of pay. They will be placed on the salary scale in accordance with Article 1102 and must complete one year at the top of the scale before requalifying for their 15-, 20-, or 25-year step.*

**912      Northern Factor Adjustment:**

**Effective April 1, 2024:**

**5% differential applied to positions sited above the 53rd parallel only.**

**Effective April 1, 2025 an additional:**

**10% differential applied to positions sited above the 53rd parallel only.**

*Please note the Rural Factor Adjustment is referenced in MOU 28 and is applicable for all employees working in rural Manitoba below the 53<sup>rd</sup> parallel.*

**Effective April 1, 2025:**

*2.5% differential applied to all positions sited below the 53<sup>rd</sup> parallel.*

**Effective April 1, 2027:**

*An additional 2.5% differential applied to all positions sited below the 53<sup>rd</sup> parallel.*

**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.

*Seniority is the total regular hours worked with the Employer since the most recent date of hire, as a permanent or term full-time/part-time employee.*

- *Overtime hours do not count toward seniority.*
- *Casual employment does not count toward seniority for permanent/term status.*

*Examples:*

1. *If an employee quits and is rehired later, seniority starts from the new hire date.*

2. *Moving from permanent/term to casual employment resets seniority to zero.*
3. *Working at multiple sites or positions with the same Employer counts toward one combined seniority total.*

*Seniority for casual employment is outlined in Article 4, while seniority for part-time employment is outlined in Article 5. In addition, MOU 16 – Voluntary Transfers to Vacancies applies when an employee moves between Employers or Employer organizations (see Schedule C) within MAHCP-represented positions.*

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.**

*Article 1002 provides that an employee continues to earn seniority while on leave. In contrast, Article 1003 confirms that employees retain the seniority they have already accrued but do not earn additional seniority during the leave period.*

*It is important to note that while on leave, employees may only accrue seniority based on the EFT as outlined in their Letter of Offer. Any additional shifts that were regularly picked up above their EFT will not continue to accrue seniority while the employee is on leave.*

- 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/LTD 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.

*Please see interpretation under Article 1002.*

- 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.

*For further information regarding layoff provisions (c), please see Article 33.*

## **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.



*An employee's Letter of Offer sets out the mutually agreed terms and conditions of employment. It is a key document that may be referenced if the Employer attempts to make changes inconsistent with those terms. Employees should always receive and retain a copy for their records.*

- 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.

*Employees who are promoted are not automatically placed on the same step of the wage scale in their new classification. Instead, they will be placed at the step that provides a minimum increase of 5% over their previous rate of pay. For employees receiving the Long-Service step, please see interpretation of Article 911.*

- 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.

*The 'MAHCP Vacancy Selection Process Provincial Guidelines' outlines the process Employers should be following when filling vacancies. If the most senior internal applicant also has the highest number of points, they are awarded the position. However, if the highest-scoring applicant is not*

*the most senior, an assessment of relative equality is conducted by comparing all other selection criteria, excluding seniority.*

**The above referenced guidelines are available to MAHCP members via the MAHCP website Member Portal.**

- 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.

*If the highest rated applicant is within 11 points of an internal applicant who is more senior, the position is to be awarded to the senior internal applicant.*

*For Diagnostic Services employees, refer to MOU 57 – Application of Seniority, which outlines how seniority is applied in the vacancy selection process for DS positions*

- 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.**

*Article 3701 references a timeline of 4 weeks.*

- 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.

*If an employee is not awarded a position they applied for, they may request the reasons from the Employer and must be provided those reasons in writing as soon as reasonably possible. Employees should make this request before contacting their Labour Relations Officer.*

- 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.**

*Labour Relations Officers can request this information to ensure the Employer has followed the MAHCP Vacancy Selection Process Provincial Guidelines for interview scoring. This information is intended*

*for review purposes only and is not shared with the unsuccessful applicant.*

- 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.

*The trial period described above applies only to employees moving within the same Employer (see Schedule C). Employees transferring to a different Employer must complete a probationary period under Article 1114 and are not entitled to return to their former position as outlined in Article 1111.*

*For Diagnostic Services employees, refer to MOU 57 – Application of Seniority, which outlines trial period provisions for DS positions.*

- 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.

*Please see interpretation under Article 1110.*

- 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.

*For Diagnostic Services employees, refer to MOU 57 – Application of Seniority, which outlines the conditions of accepting a term DS position.*

- 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.

*Probationary employees are those who have not yet completed six months or 520 hours of continuous employment.*

*This probationary period allows the Employer to assess whether the employee is a good fit for the position, and the extension option offers flexibility if more time is needed for assessment. The probation period can only be extended by the Employer after consulting with the Association.*

*During the probation period, the employee can be terminated without the ability to grieve the decision, as long as the discharge is for just cause.*

*If terminated, the employee and Association must receive written notice.*

- 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) 1690 annual hours

Six and one half (6 ½) consecutive hours per day; an average of sixty-five (65) hours per bi-weekly period (applicable for RCC 10 Month employees only). OR

- b) 1820 annual hours

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

- c) 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

d) 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

e) 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

f) 2080 annual hours

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

as is applicable to the classification.

*Full-time hours vary by classification (see Schedule A) and range from 6.5 to 8 consecutive hours per day, 65–80 hours per bi-weekly period.*

*For those employees working 8.5, 10, 11 or 12 consecutive hours per day, please reference:*

- *MOU 19 – 10 Hour Shift*
- *MOU 20 – 12 Hour Shift*
- *MOU 59 – 8.5 Hour Shifts – DS Only*
- *MOU 60 – 11 Hour Shift – Westman Regional Laboratory Services*
- *MOU 70 – MTCC 12 Hour Shift*
- *MOU 72 – 12 Hour Shift (Critical Care Transport Team)*
- *MOU 73 – 12 Hour Shift (2184) ERS*
- *MOU 74 – EMS 12 Hour Shift (The Pas and Flin Flon only)*
- *MOU 85 – Breast Screening Program – 12 Hour Shift*
- *MOU 105 – 10 Hour Shift Women's HC*

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.

*Employees are entitled to their rest and meal periods. Where an employee is unable to take such a period, they should be compensated accordingly. If an employee works through their break, they are effectively working without pay. Where it has been the past practice of the workplace to allow a 20-minute rest period, that practice should continue in accordance with MOU 47. The same applies to the 30-minute paid meal period.*

- 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.

*Without seven (7) days' notice, employees are entitled to overtime rates for the first changed shift. The Employer must consult with employees before making any shift changes. Even where employees agree to the change, if less than seven (7) days' notice is provided, overtime rates for the first changed shift shall still apply.*

- 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.

*There must be at least as many day shifts scheduled as there are evening or night shifts, unless both the Employer and employee agree otherwise. Exceptions would include:*

*Employees who have voluntarily agreed to work permanently on evening or night shifts; or*

*Employees who have accepted a posted position that explicitly includes a non-conforming shift pattern (ex. one that doesn't follow the usual day/evening or day/night shift balance).*

- 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.

*Please see Article 2417.*

- 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.

*Example:*

*An employee is on a scheduled day off and is called at 7:45 a.m. to cover a sick shift beginning at 8:00 a.m., the employee is entitled to be paid for the full shift provided they report to the workplace by 9:00 a.m.*

- 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.

**1212**     Applicable for Rehabilitation Centre for Children full-time ten (10) month employees only:

- a) Employees shall work the standard school year applicable to the Division(s), as assigned by the Employer.
- b) The standard school year shall be deemed to commence annually as determined by the Employer.

c)

- i) The standard school year shall consist of a period of approximately ten (10) months as determined by the Employer in accordance with the established practice.

For those employees working the standard school year, employees shall be deemed to be laid off for the two (2) week period designated by Manitoba Regulation 101/95 as the Winter Break, and for the one (1) week period designated by Manitoba Regulation 101/95 as the Spring Break and for the period designated as Summer Vacation.

- ii) In lieu of receiving vacation pay biweekly, an employee subject to layoff will choose to be paid accrued vacation during the winter break, spring break and summer break. A Record of Employment (ROE) will be issued after all accrued vacation credits are paid.

NOTE: The employees that currently opt for the alternate method of receiving vacation pay will be grandparented and will remain using such method of vacation pay until they resign or voluntarily opt for the method prescribed above. These employees include [REDACTED]



*The names of the grandparented employees have been redacted for privacy and are available through HR or MAHCP.*

- d) Notwithstanding the provisions of c) above, employees subject to their agreement may be required to work occasional days during the vacation periods in accordance with established practice.
  - i) The standard daily hours of work for employees fulfilling city contracts shall be six and one-half (6½) hours per day exclusive of one-half (1/2) hour meal break.
  - ii) Annual hours of work for a full-time employee shall be 1690 for employees working a 10-month year.
- e) The standard work week shall be five (5) consecutive days, Monday through Friday of each week.

### **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.**

- *Shift schedules must be posted at least thirty (30) days before they take effect.*
- *Each posted shift schedule must cover a minimum of six (6) weeks.*
- *Once posted, a schedule may only be changed by mutual agreement between the Employer and the employee, except in cases of emergency.*
- *This article does not preclude the Employer from posting a longer schedule or posting it earlier than required.*

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 affected employees, 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.

*The above scheduling guidelines may not apply for those employees working 8.5, 10, 11 or 12 consecutive hours per day, please reference:*

- *MOU 19 – 10 Hour Shift*
- *MOU 20 – 12 Hour Shift*
- *MOU 59 – 8.5 Hour Shifts – DS Only*
- *MOU 60 – 11 Hour Shift – Westman Regional Laboratory Services*
- *MOU 70 – MTCC 12 Hour Shift*
- *MOU 72 – 12 Hour Shift (Critical Care Transport Team)*
- *MOU 73 – 12 Hour Shift (2184) ERS*
- *MOU 74 – EMS 12 Hour Shift (The Pas and Flin Flon only)*
- *MOU 85 – Breast Screening Program – 12 Hour Shift*
- *MOU 105 – 10 Hour Shift Women's HC*

- 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.**

*Where the Employer is unable to schedule someone to work only one (1) weekend in four (4), the maximum an employee may be scheduled is two (2) weekends in four (4). Working any part of a weekend is considered working that weekend. For the definition of "weekend," refer to Article 215.*

Applicable to HSC site only:

Diet Technicians and Respiratory Therapists:

The Employer shall schedule employees to work not more than one (1) weekend in every two (2).

- 1305 Whenever reasonably possible, days off shall be granted consecutively.
- 1306 If the Employer considers implementing a significant change to the normal workday, 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.

*If the Employer wishes to change a schedule or rotation, they must first consult with MAHCP and the affected members. A permanent change of fifteen (15) minutes or more per shift is considered a significant change.*

*The Employer must notify MAHCP of the planned changes and provide at least seven (7) days' notice to meet and discuss the proposed changes with MAHCP and the members present. The Employer must also be open to considering alternatives proposed by MAHCP or members.*

*If, after considering alternatives, the Employer proceeds with a schedule change, they must provide at least sixty (60) days' notice to employees before implementing the change.*

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.

*Employees may participate in self-scheduling or flex-time if both the Association and the Employer agree. The process for self-scheduling or flex-time is outlined in MOU 21.*

*Where self-scheduling or flex-time occurs outside the process described in MOU 21, the agreement must be documented in writing as an addendum and attached to the collective 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.
- The Employer cannot require an employee to change their regularly scheduled hours of work to cover overtime. If an employee's schedule is changed with less than seven (7) days' notice, the employee is entitled to compensation in accordance with Article 1204.*
- 1404 There will be no payment for occasional overtime of less than fifteen (15) minutes in one day.
- 1404 There will be no payment for occasional overtime or deduction for occasional tardiness of less than fifteen (15) minutes a day.
- 1405 Effective the date of ratification, 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 1208 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.
- Time that is banked as a result of overtime worked must be banked at the rates specified in Article 1405.*
- Example:
- If an employee works two additional approved overtime hours at the end of their shift, they should receive 4 hours banked time in lieu.*
- 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 31<sup>st</sup> 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.

*This provision applies to unforeseen overtime and does not apply to pre-scheduled overtime. After two (2) hours of overtime, an employee is entitled to a meal. If a meal is not provided by the Employer, the employee must be paid twelve dollars (\$12.00). This payment is made only once per overtime period, not for every two (2) hours worked.*

- 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.

*No employee may be required to work overtime except in cases of an emergency or declared disaster as per Article 16. If an employee is mandated to work overtime by their Employer, they should comply and report the matter immediately to their Labour Relations Officer (LRO).*

- 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.

*A telephone consult is not considered standby, although an employee may be contacted by telephone while on standby. A telephone consult occurs when an employee is contacted by phone or other electronic means (email, text, etc.) while off duty to provide advice or consultation on work-related matters. To qualify for compensation, the employee must be authorized by the Employer to take such work-related calls.*

- 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.

1416 For Rehabilitation Centre for Children only:

Overtime:

Additional Hours Worked (Non-travel)

- a) Any additional time worked between six point five (6.5) hours per day and seven point seven five (7.75) hours per day for the city contracts shall be banked at straight time.

## **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.

*An employee designated for standby duty must be available during the period of standby at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee and must be available to return for duty as quickly as possible if called.*

*Standby is not to be used for baseline staffing. Standby must not be used by the Employer as a substitute for posting and filling vacancies and/or filling additional available shifts.*

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

*An employee can be required to take standby and shall be assigned in advance 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.

*An employee will be paid two (2) hours of wages for each 8-hour block of time, or part of an 8-hour block, that they are required to be on standby. If the standby time is less than a full 8 hours, the*

*employee will still receive the full two (2) hours of pay (no pro-rating).*

**Example:**

*If an employee is on standby for 12 hours, this covers one full 8-hour block and part of a second block. Therefore, the employee will be paid two (2) hours for the first 8-hour block and two (2) hours for the partial block, for a total of four (4) hours of standby pay.*

- 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.

*If an employee works overtime after a shift where they are scheduled to be on standby, the standby period will not be reduced by the number of overtime hours worked during that overlap.*

**Example:**

*If an employee works a 8:00 am to 4:00 pm shift and is scheduled for standby from 4:00 pm to midnight, but then works one hour of overtime from 4:00 pm to 5:00 pm, the standby period still runs from 4:00 pm to midnight. The employee will still be eligible for the full 8 hours of standby pay (two hours of pay).*

- 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.**

*If an employee works in a department that did not previously have standby/callback shifts and is now required to work them, but the employee is unable to do so due to personal circumstances, the Employer will discuss whether the scheduled standby shifts can be accommodated.*

- 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.**

*If all callback work is completed in less than three (3) hours, the employee will receive a minimum of three (3) hours of pay at the applicable overtime rate. The employee may be required to confirm completion of the work with a supervisor or manager.*

*Once the employee has left the facility, any additional callback occurring within the same three-hour paid period will be treated as a separate callback, with a new minimum of three (3) hours of pay at overtime rates.*

1506 Not applicable to Emergency Medical Services:

- a) A callback is a callback to return-to-work at the Employer 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.**

*A callback is intended to cover emergent work, but it is not specific to a particular patient. If an employee has not yet left the facility and another emergent call arises before leaving the worksite, this will not be considered an additional callback.*

*Emergent work performed during a callback is defined as work that goes beyond routine day-to-day duties. If a dispute arises between an employee and their supervisor or manager regarding whether the work qualifies as emergent, the employee is advised to complete the assigned work and immediately contact their MAHCP Labour Relations Officer.*

Not applicable to Emergency Medical Services:

- 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 hour at straight time rates.

Applicable to Emergency Medical Services only:

- c)
- i) A callback shall be calculated from the time the call is received until all emergent work is completed.
  - ii) As it relates to EMS staff, emergent work shall be inclusive of the following:
    - Receive and respond to initial dispatch
    - Check in/arrive at the worksite
    - Respond to the call
    - Treat/transport the patient

- Return to the worksite
- Check equipment used and re-stock as required
- Cleanup as required
- Paperwork/documentation as required
- Leave the worksite

iii) 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. In the case of an EMS callback, it is understood that where one employee has arrived at the worksite and the co-worker has not arrived at the worksite at the time the callback is cancelled, each employee shall be paid one (1) hour at straight time rates.

iv) The parties agree that no employee may refuse assigned work when on standby. If an employee documents their concerns as to whether such assigned work fits the criteria identified above, such discussions will occur after the work is completed and determine future parameters of “emergent” work.

1507 Applicable to Shared Health Diagnostic Services employees sited in the geographic areas of Churchill, the Interlake-Eastern, the Prairie Mountain Health and the west side of Southern regions only:

An employee on standby who is required to report for duty shall not be required to perform non-emergent duties. The parties agree that no employee may refuse assigned work when on standby. If an employee documents their concerns as to whether such assigned work fits the criteria identified above, such discussions will occur after and determine future parameters of "emergent" work.

*Please see Article 1506 a) for interpretation.*

1508/  
1507/  
1507 The Employer shall provide suitable parking facilities for employees who are required to return to the work site on a callback.

1509 Applicable to Emergency Response Services employees only:

All employees on a callback shall be entitled to a meal allowance of a flat rate of ten dollars (\$10.00) as follows:

- One (1) meal claim if the callback is greater than five (5) hours
- Two (2) meal claims if the callback is greater than ten (10) hours

- Three (3) meal claims if the callback is greater than fifteen (15) hours

At no time shall the meal claims be greater than thirty dollars (\$30.00) per twenty-four (24) hour period.

**1510/1508** Applicable to Diagnostic Services employees sited at St. Boniface Hospital 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.

**Example:**

*An employee is on-call for 12 hours overnight. They are scheduled to work from 8 a.m. to 4 p.m. the next day. They are called back in twice during the 12 hours before that shift (say, from 8 p.m. to 10 p.m. and 6 a.m. to 7 a.m.).*

*That scheduled 8 a.m. to 4 p.m. shift now becomes a paid day off at their regular rate, in addition to the pay for the hours worked during the callbacks (which is paid at straight time).*

Applicable to Diagnostic Services employees sited Seven Oaks Hospital and 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.

*If an employee works the designated callback hours before their next scheduled shift, they have the option to receive an 8-hour rest period before starting that shift. This means that the next scheduled shift may need to be rescheduled to ensure the employee gets the full 8 hours of rest.*

**1512/1510/1509** 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.

*If an employee on escort duty misses any part of their scheduled shift, they will still receive their full basic salary as if they had worked the entire shift. However, if only a portion of the shift is missed, the employee is expected to complete the remainder of their shift.*

1513/ An employee required for escort duty on a General Holiday shall be  
1511 paid in accordance with Article 22, and Article 14 if applicable, for all  
1510 time involved with the patient assignment including travel time required to return to the facility.

1514/ An employee on escort duty out of province/ country shall be provided  
1512/ with a travel advance for all anticipated travel expenses (transportation,  
1511 meals, accommodation) before commencing escort duty, unless the employee chooses to make alternate arrangements.

1515/ An employee on escort duty within the province shall be provided with  
1513/ a ten-dollar (\$10.00) meal advance at the commencement of escort  
1512 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.

1516 Applicable to EMS only:

The Employer will compensate employees who have completed their standby shift off-site and are required to return to the work site exclusively to return their radio, for fifteen (15) minutes at the applicable wage rate. For greater certainty, this will not apply to employees whose accommodations are on-site for the duration of their standby shift. Employees will be required to complete the Unscheduled Compensation Claim Form to be eligible for compensation.

## **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.

*Note: this article references an employee who is not required to have a personal vehicle as a condition of employment.*

Applicable to Klinik Community Health, NorWest 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.

*Employees will be reimbursed for the actual mileage traveled and will not receive the minimum trip allowance.*

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:

*Note: this article references an employee who is required to have a personal vehicle as a condition of employment.*

- 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:

***Link to the Province of Manitoba mileage rate:***

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

North of 53<sup>rd</sup> - **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.**

***Link to Government of Canada mileage rate:***

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

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

[Effective August 13, 2022]



Breakfast	Lunch	Dinner	Per Diem
South of 53 <sup>rd</sup>			
\$8.64	\$10.84	\$18.37	\$37.85
North of 53 <sup>rd</sup>			
\$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.

1704 If a paramedic crew is unable to return to their base location for a continuous duration of greater than 6 hours, they will be able to submit a meal expense up to ten dollars (\$10.00).

## **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 per hour for the hours worked between 1500 hours and 2400 hours.

*As long as an employee's shift includes hours worked between 6:00 p.m. and midnight, all hours worked after 3:00 p.m. qualify for the evening shift premium.*

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.

*The night shift premium is paid for the entire shift if the majority of hours worked fall between 12:00 a.m. and 6:00 a.m*

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.**

*The weekend shift premium is paid for all hours worked between Friday at 6:00 p.m. and Monday at 7:30 a.m. The weekend premium is paid in addition to any applicable evening or night shift premiums.*

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.

*When an employee works on a callback, shift and weekend premiums are paid only for the hours actually worked, not for the minimum hours guaranteed under Article 15.*

*For example, if an employee works thirty (30) minutes on a callback, they receive thirty (30) minutes of premium pay, not the full three (3) hour minimum.*

1804 Applicable to Shared Health Diagnostic Services Medical Laboratory and Radiology Technologists working in the geographic areas of Churchill, the Interlake-Eastern, the Prairie Mountain Health and the west side of Southern regions only:

Medical Technologists who have successfully completed the Cardiology Technologists (EKG) Association examination and who are registered and in good standing with the aforesaid Association and are required to perform cardiographic examinations - \$50.00 per month (\$23.07 biweekly) pro-rated on an hourly basis.

Medical Technologists who have achieved EKG advanced certification and are registered in good standing with the Cardiology Technologists (EKG) Association and are required to perform cardiographic examinations - \$60.00 per month (\$27.69 bi-weekly) pro-rated on an hourly basis.

Note: Existing Technologists and Sonographers employed on May 6, 2004 currently receiving qualification pay in excess of the provisions noted above shall continue to receive their current qualification pay for the duration of the employee's employment in a Diagnostic Services position, unless specifically negotiated at a later date.

## **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.

*Please note there is an error in the collective agreement language and should reference **MOU 35** Re: Article 19 – Annual Vacation.*

*The vacation year dates may vary depending on the Employer. The entire vacation year is included when calculating projected paid vacation entitlement.*

- 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.

*Vacation hours earned in one year are used in the next. If an employee takes a leave of absence, they may not earn their full paid vacation, but they are still entitled to the time off as unpaid leave under Article 1904. For new employees with less than one year of continuous service, please see Article 1906.*

Carry-over of these **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.

*Three (3) vacation days may be retained, if requested and approved, to be used in the following vacation year*

- 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 (10<sup>th</sup>)** year of employment
  - iv) Thirty (30) working days per year commencing in **twentieth (20<sup>th</sup>)** year of employment

*Vacation hours earned in one year are taken the next. Employees must complete their 4th, 10th, or 20th year of employment before they can use the additional vacation earned.*

*An employee's year of employment is based on their continuous service date and may not align with the vacation year.*

**Example:**

*An employee's anniversary date is October 1, 2016, and the vacation year runs from April 1 to March 31. The employee starts accruing at the 25 days per year rate on October 1, 2025 (the start of their 10th year of employment). This makes the 2025/26 accrual year blended: 20 days/year from April 1 to September 30, and 25 days/year from October 1 to March 31. This pro-rated accrual will be available for use by the employee in the 2026/27 vacation year. Beginning in the 2027/28 vacation year, the employee will have the full 25 days available to use.*

b) Applicable for employees sited above the 53<sup>rd</sup> 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 (10<sup>th</sup>)** year of employment
- iv) Thirty-five (35) working days per year commencing in **twentieth (20<sup>th</sup>)** year of employment

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

c) Applicable for full-time ten (10) month employees at Rehabilitation Centre for Children only:

Except as otherwise specifically provided for in this Agreement, employees shall not be paid for days not worked.

Employees shall, however, receive vacation pay to be paid on each paycheque to be calculated as a percentage of regular hours paid as follows:

- i) During the first (1st) through third (3rd) year inclusive - 6%
- ii) During the fourth (4th) **through ninth (9th)** year inclusive - 8%

iii) During the **tenth (10th) through nineteenth (19th)** year inclusive - 10%

iv) During the **twentieth (20th)** and subsequent years - 12%

d) 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.

*An additional five days of vacation is granted in the vacation year during which an employee's 20th anniversary occurs, and in every subsequent five-year milestone thereafter (25th, 30th, 35th, etc.).*

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.

*At the end of their first vacation year, a new employee will receive paid vacation based only on the time they actually worked. They cannot request unpaid vacation during this first year but may request unpaid time off under Article 2401, Leave of Absence.*

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

*Vacation thresholds are established by the Employer and indicate how many employees can be on vacation at the same time. Thresholds should be reasonable, and while they generally cannot be challenged by the union, an exception applies if the thresholds prevent all employees from using their earned vacation by the end of the vacation year.*

*For example, if a workplace has 20 employees, each entitled to 4 weeks of vacation, and the Employer sets the vacation threshold to only 1 employee off at a time, there would not be enough time in a single vacation year for all employees to take their vacation. In such a case, the Employer would be required to adjust the threshold to ensure all employees can use their earned vacation.*

- 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.**

*The time frames mentioned above ensure that both the Employer and employees have adequate opportunity to plan and schedule vacations, while also allowing for predictable coverage of employees while on leave.*

*Employees should be offered multiple options for selecting vacation time, as they may not receive their preferred choices due to seniority and the vacation thresholds in place.*

*Employees are not required to book all of their vacation during the selection period. However, any vacation not selected by the end of the approved selection period will be allocated on a first-come, first-served basis, 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.

*Once approved, unless an employee requests a change, vacations cannot be changed by the Employer.*



**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.**

*Article 1902 allows the request to carry-over up to three (3) days of vacation, however any remaining unscheduled vacation must be scheduled.*

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

*If an employee provides a general plan for using their vacation, they are not required to select specific dates. However, if no dates are chosen, another employee may select those dates, and approval will depend on operational requirements.*

*For example, if an employee plans to take a week off in the second or third week of February but is waiting to confirm travel costs, they can inform their supervisor or manager of their intended week, even without specifying exact dates.*

- 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.**

*This secondary booking time shall not 'bump' those who have had vacation approved during the initial planning time at the beginning of the vacation year.*

- 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.**

*The Employer may schedule an employee's vacation if they do not submit a request or plan. Employment Standards allows the Employer to book an employee's vacation if they don't schedule anything, and the Employer relies on this process to facilitate proper scheduling.*



**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.

*Leaves of absence of less than 4 weeks do not affect paid vacation accrual however, extended unpaid leaves will affect paid vacation accrual.*

**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.

*Unused vacation days are paid out the end of the vacation year unless the agreement specifies otherwise.*

## **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.

*If an employee's injury is not related to a workplace incident or motor vehicle accident, they will be paid their regular rate by using their available income protection credits (sick time).*

*If the employee has no available income protection credits, and they choose not to use the benefit under Article 2017, their sick leave will be unpaid.*

*The Employer may request proof of earnings from an MPI claim to ensure income protection credits were not used for the same period the employee was paid for an approved MPI injury.*

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, **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.

*For information on which family members qualify for the family illness credits, see Article 2005.*

*For clarity, an employee may use family illness credits for personal illness. However, if these credits are exhausted, personal illness credits cannot be used.*

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

*Upon each ratification of a new collective agreement, employees will not lose any previously accumulated income protection credits. These will carry-over into the new agreement for future use.*

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.

*Leaves of absence of less than 4 weeks do not affect income protection accrual however, extended unpaid leaves will affect income protection accrual.*

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
Prior to evening shift	three (3) hours
Prior to night shift	three (3) hours

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

*Employees are responsible in providing notice to their supervisor or designate when reporting an absence due to illness or injury prior to commencing their next shift(s).*

- 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.

*The Employer can ask an employee for a doctor's note or medical report to confirm whether the employee is healthy enough to do their regular job or to qualify for income protection benefits. However, if the employee has been absent for less than five days, the Employer cannot request a medical certificate unless there is a good reason, such as a repeating pattern of short-term absences or other suspected mis-use of income protection.*

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

**Not applicable for employees sited above the 53<sup>rd</sup> parallel:**

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

*Important note - these scheduled appointments will be included in the calculation of an employee's attendance in the workplace as part of any attendance management program.*

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.

*If an employee is hospitalized or requires bereavement leave for an immediate family member (spouse/ common-law spouse, child, or parent) during vacation, their vacation days will not be deducted. The affected vacation days can be added to the current vacation or saved for later use. For clarity, hospitalization applies only to the employee, not to a family member.*

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) 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.**

**PWLs are 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.**

*The 12-day minimum requirement includes both personal and family income protection credits. Employees must take at least one full day per request; partial days are not allowed.*

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.

*Part-time employees accumulate income protection credits on a pro-rated basis according to their hours worked. If part-time employees pick up additional shifts, up to a full-time equivalent (1.0 EFT), they will earn income protection credits for those hours.*

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 2014.*

*Workplace injuries can be physical, psychological, or stress-related, and may result from a single event or cumulative incidents.*

*Employees must report any workplace injury immediately to their supervisor. If the injury prevents them from working, they must notify the Employer without delay.*

*Employees should apply for Workers' Compensation Board (WCB) benefits and inform their medical provider to start a claim. They may also request the Employer to supplement their WCB wage loss by 10%, charged against their income protection credits. This supplement continues until credits are exhausted or for a maximum of 119 calendar days (HEB).*

*Employees on WCB leave longer than four weeks will be required to pre-pay their benefit premiums.*

**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 2014.*

- 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 2014.*

**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-terms 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 sited employees (on Winnipeg Civic Employees' Benefit Plan) 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-terms Disability Income Continuance plans and any group life insurance plans shall continue to receive such coverage as provided.

*The elimination period is the waiting period an employee must complete before becoming eligible for Long-terms Disability.*

*Under the HEB Disability & Rehabilitation Plan, the elimination period is 119 calendar days. During this time, employees may use their*

*income protection credits to receive benefits, provided they have enough credits to cover the period.*

*If an employee does not have sufficient income protection credits to cover the elimination period, see Article 3003(c) for guidance.*

*For former Civil Service employees grandparented, the elimination period is 120 calendar days or until their income protection (IP) bank is exhausted to a maximum of 208 working days.*

- 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 **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 interment, funeral or initial memorial service or four (4) calendar days following the death, whichever is greater.

*Bereavement Leave is not an accrued benefit like income protection credits. It is available to all employees effective their date of hire. It is not pro-rated based on an employee's EFT.*

*The intent of this clause is to protect the employee's salary at a time of loss. An employee must be scheduled to work on the days for which they are claiming bereavement compensation.*

*For each occurrence of a death of one of the above noted individuals, an employee is entitled to take up to 4 paid days off from work as bereavement leave. These 4 days do not need to be consecutive. An employee may be away from work longer than 4 calendar days, if their schedule does not have them working for 4 consecutive days immediately following the notification of death.*

*If the interment takes place immediately following the death (ex. within 24 hours), or if the employee does not attend a funeral or memorial event, they are still entitled to take up to 4 calendar days leave following the notification of death.*

*Further time beyond the 4 paid days may be compensated under income protection provisions or as a request for personal leave (as applicable).*

*Note the “or” and “whichever is greater” in the language above.*

*For clarity, “initial memorial service” refers to the service of remembrance that occurs immediately following a death. It excludes annual commemorative events.*

*For Bereavement Leave while on scheduled vacation, please see Article 2009.*

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.

*The one day that may be retained for use at a later date is part of the 4 days, not an additional day to use.*

**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.

*Travel per Article 2104 may be used only once for each occurrence of death.*

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

*If an employee qualifies for Bereavement Leave in accordance with Article 2102 above, they are not eligible to receive further leave for being a pallbearer or mourner.*

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

*The Employer must grant paid leave to 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.

*When the Employer grants leave under this clause to a mourner, it must be paid time in accordance with this clause. An Employer cannot unreasonably deny mourner leave.*

*It is possible that an employee will only be granted a portion of their shift off to attend a funeral.*

Applicable to Diagnostic Services at St. Boniface Hospital and Victoria General Hospital only:

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.

*The Employer must grant paid leave under this clause to a mourner (specific to the work locations listed above). It is possible that an employee will only be granted a portion of their shift off to attend a funeral.*

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.

- 2106 Subject to operational requirements, an EMS employee who is a member of the Manitoba Paramedic Honour Guard may be granted one day without loss of pay to attend a line of duty death funeral as an honour guard. Where the leave requested requires an absence greater than one (1) day and the employee is scheduled to work such additional days, the employee will be required to exchange a shift(s) with another employee at no additional cost to the Employer. An employee shall inform the Employer in writing when their name is added to or removed from the Honour Guard roster.

## 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 1<sup>st</sup>)  
Louis Riel Day (la journee Louis Riel)  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day (July 1<sup>st</sup>)  
Terry Fox Day (la journee Terry Fox)  
Labour Day  
Truth and Reconciliation Day (as of Sept 30<sup>th</sup>, 2021)  
Thanksgiving Day  
Remembrance Day (November 11<sup>th</sup>)  
Christmas Day (December 25<sup>th</sup>)  
Boxing Day (December 26<sup>th</sup>)

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

Applicable to employees of Community Health Programs and Mental Health & Addictions where the Employer's hours of operation are regular business hours Monday to Friday only:

Where the Employer requires an employee to work a regular workday on December 24<sup>th</sup> when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

*If an employee wishes to have the morning of December 24 off, they are required to schedule one (1) full vacation day.*

Also applicable to RCC:

Easter Monday is to be scheduled by mutual agreement.

Applicable to RCC Ten (10) Month Employees Only:

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 1<sup>st</sup>)  
Louis Riel Day (la journée Louis Riel)  
Good Friday  
Victoria Day  
Canada Day (July 1<sup>st</sup>)  
Labour Day  
Truth and Reconciliation Day (as of Sept 30, 2021)  
Thanksgiving Day  
Remembrance Day (November 11<sup>th</sup>)  
Christmas Day (December 25<sup>th</sup>)  
Boxing Day (December 26<sup>th</sup>)

All full-time ten (10) month employees who have been laid off at the end of the school year shall be provided with wages equivalent to one (1) standard workday (ie – 6.5 Hours), as specified in Article 1201, in lieu of Canada Day on their final paycheque prior to layoff.

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 1<sup>st</sup>)  
Labour Day  
Truth and Reconciliation Day (as of Sept 30<sup>th</sup>, 2021)  
Thanksgiving Day  
Remembrance Day  
Christmas Day

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

National **Indigenous** Day (June 21<sup>st</sup>)  
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:

- Diagnostic Services employees sited at Churchill Health Centre, rural locations, Cadham, Westman labs and Riverview Health Centre
  - Employees sited at Selkirk Mental Health Centre
  - Employees of former AFM
  - Employees of former MGEU 220
  - Employees of Crisis Response Services
  - Employees in Emergency Response Services/ MTCC
  - Eden Mental 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.
- If an employee wishes to have the morning of December 24 off, they are required to schedule one (1) full vacation day.*
- b) Notwithstanding a) 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 (½) day of compensatory leave with pay up to a maximum of four (4) hours.

2203/     Applicable to all except as noted below:

2203/

2202

An employee scheduled and required to work on any General Holiday shall be paid one and one-half (1 ½X) 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.

**For Employees in Shared Health Diagnostic Services employees sited at St. Boniface Hospital only, see MOU #68.**

*The Employer is obligated to offer the employee a day off within 30 days before or after the General Holiday. Employees are permitted to bank those hours in accordance with Article 2204/2203. Banked hours may then be taken at a later date or paid out at the end of the vacation year, at the employee's regular rate of pay.*

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/  
2203 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/  
2204 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.

*In addition to two other General Holiday dates, employees are entitled to be off on either Christmas Day or New Year's Day each year. Where operationally possible, the Employer may grant both days off.*

2206/  
2205 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.

*This applies to full-time employees only, part-time employees receive General Holiday pay each pay period.*

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.

2206 An employee required to work on either Christmas Day or New Year's Day shall be scheduled to receive not less than three (3) consecutive days off incorporating the other of those holidays.

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.

*The Employer will make every effort to distribute time off fairly among employees during the Christmas and New Year's period. The intent is to provide each employee with as many consecutive days off as reasonably possible, either around Christmas Day or around New Year's Day, but not necessarily both.*

*Employees who are granted vacation over the Christmas period are not automatically entitled to time off over New Year's. Employees wishing to have both holidays off must request vacation that covers both periods.*

Applicable to Diagnostic Service employees sited at Victoria General Hospital, St Boniface Hospital, Concordia Hospital and Seven Oaks General Hospitals only:

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.

Applicable to Shared Health employees north of the 53<sup>rd</sup> parallel:

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

2208/  
2207

**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.

2209     Applicable to RCC only:

Where in any year Good Friday falls during the spring vacation, the Monday following Good Friday shall be recognized to be a non-working day in lieu thereof.

**ARTICLE 23: RESPONSIBILITY PAY**

301     For all except as noted below:

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.

*If an employee is assigned to do the work of a higher classification for at least one shift, responsibility pay should be paid at the higher classification rate/step on scale that allows for at least a 5% increase.*

*Some Employers have applied a straight 5% premium to an employee's wage which is an incorrect application of this provision.*

Applicable @ The Pas, Flin Flon, Snow Lake, Sherridon, and Cormorant

An employee temporarily assigned to perform substantial duties or

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 ten percent (10%) 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:

Applicable to employees employed by Shared Health Diagnostic Services sited at Grace General Hospital, Concordia Hospital and Seven Oaks General 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.

2304 For CancerCare Manitoba only:

A General Duty Radiation Therapist assigned to the High Dose Radiation Unit Treatment Team shall be eligible for responsibility pay for their shifts as in Article 2301.

## **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.

*The Employer must exercise fair and reasonable discretion in applying this clause. Factors that may be considered include staffing levels, vacation schedules, and the reason for the leave request.*

*The Employer is required to provide a written response within two weeks of receiving the request. If no response is received within this timeframe, employees are encouraged to follow up. The absence of written approval should not be interpreted as a denial of the leave of absence.*

*During an unpaid leave of absence, employees will be required to prepay their benefits if they wish to maintain them for the duration of the leave – see Article 2408.*

- 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.

*If an employee does not return-to-work as scheduled following a leave of absence, and has not obtained approval to extend the leave, the absence will be treated as a voluntary resignation. Valid reasons for a delayed return, referred to as “extenuating circumstances,” must be clearly communicated to and accepted by the Employer in order to be considered.*

- 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.*

*Employees are required to take unpaid leave if they need to attend court proceedings related to their personal matters.*

- 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.

*This provision applies solely to the employee and does not extend to other family members.*

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.

Example:

*Seniority and benefits continue to accrue if and employee a) takes eight weeks of paid leave; or b) takes three weeks of unpaid personal leave.*

*If an employee takes six weeks of unpaid leave, seniority and benefits accrue for the first four weeks only; the remaining two weeks do not accrue seniority or benefits unless otherwise specified in the agreement.*

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.

*Except as noted in Article 3003 regarding the HEB 119-day waiting period, employees on unpaid leave (LOA) may choose to continue their Group Health, Dental, Group Life, and Disability & Rehabilitation (D&R) coverage, including when the leave is through a third party such as WCB or MPI. Employees must pay both their own share and the Employer's share of premiums. Failure to pay may result in loss of coverage, including D&R benefits. For clarity, maternity and parental leaves are considered unpaid leaves of absence.*

*When an employee returns to work and the Employer is paying all or part of their wages, benefits should automatically be reinstated and premiums deducted from the employees pay. The exception is when HEB is paying the employee's wages; in that case, HEB will continue to cover the benefit premiums.*

*Employees are strongly encouraged to reach out to their LRO to discuss the individual circumstances surrounding their unpaid leave of absence.*

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.

*The Employer will make every reasonable effort to ensure that employees on leave of absence can return to their same position if the leave is up to one year (or 80 weeks for maternity/parental leave). For leaves longer than one year but up to two years, they can return to their classification, but not necessarily their exact position. After two years, if there is no immediate plan for their return, the Employer may release them from their position.*

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.

*Employees granted part-time leave will continue to accrue vacation, income protection credits, pre-retirement leave, and General Holiday pay. However, these benefits will be calculated on a pro-rata basis, reflecting their temporarily reduced hours. This is not a reduction in someone's EFT, but a temporary time limited accommodation.*

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 12, 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.

*This article does not provide for a minimum payment of three hours' pay. Employees who are required to attend a meeting will be compensated at straight time for the actual hours of attendance only*

- 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.

*Approval of this leave is at the Employer's discretion and is not guaranteed. The leave may be paid or unpaid, and if it is unpaid, employees may use other options, such as vacation or banked time, to cover the absence.*

## **ARTICLE 25: PARENTING LEAVE**

- 2501 Parenting Leave:

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

*Parental leave is an unpaid leave of absence.*

*Seniority will continue to accrue, as per Article 1002(f).*

*Pay increments may be delayed. According to Article 904, an employee's pay increment date is pushed back one day for each day of unpaid leave beyond four weeks.*

*Vacation will only accrue during the first four weeks of unpaid leave, as per Articles 1911 and 2502(09).*

*Income protection (sick time) will also only accrue during the first four weeks of unpaid leave, as per Articles 2004 and 2502(09).*

*Health benefits: If the employee wants to maintain extended health coverage during leave, they must pre-pay both their share and the Employer's share of the premiums.*

2502  
(01) Maternity Leave:

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;

*An employee is required to give a minimum of 4 weeks' notice under Plan A. More notice can be given.*

- c) provide the Employer with a certificate of a duly qualified medical practitioner certifying pregnancy and specifying the estimated date of delivery.

2502  
(02) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in 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.

*Plan A is an unpaid leave of absence lasting up to 17 weeks, which can only be extended if the employee provides medical rationale and documentation.*

- 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.

*Under Plan A, if an employee applies for EI and experiences a waiting period before benefits begin, they may request to use up to 10 days of sick time (income protection) to help cover their income during that period.*

- 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 (04) Plan B:

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;

*It's important to note that full-time and part-time employees have different service requirements to qualify for Plan B.*

- 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.

*After ESDC approves Employment Insurance benefits, the employee must provide proof to the Employer within 12 weeks to receive the wage top-up, as outlined in Article 2502(07). The Employer may allow more time in special circumstances.*

2502 (05) An applicant for Maternity Leave under Plan B must sign 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;

*To repay the top-up received under Plan B, an employee must agree to work for 6 months.*

*If the employee returns to a part-time job after leave from a full-time position, they must work longer to make up the difference.*

*Example:* *If the employee was full-time (1.0 EFT) before leave but returns to a half-time job (0.5 EFT), they must work 12 months to repay the top-up.*

- 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)

*Explains how employees must repay the top-up if they don't complete their required return of service.*

*Repayment obligations can be transferred to other Employer organizations.*

- 2502 (06) An employee who qualifies is entitled to a maternity leave consisting of:
- a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in 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.

*Like Plan A, Plan B provides an unpaid leave of up to 17 weeks, which may be extended only if the employee submits supporting medical documentation.*

*The primary difference between Plan A and Plan B is that under Plan B, the Employer provides a top-up to the employee's EI benefits, as outlined in section 2502(07). Although a top-up is paid, the leave is still considered unpaid.*

- 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 and RCC ten (10) month employees.
- 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.
- Term employees do not have a guaranteed position to return to and therefore cannot fulfill the return-of-service requirement. For this reason, only permanent employees, whether part-time or full-time, are eligible for Plan B/top-up.*
- 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.
- See Article 2501 for additional information.*
- 2502 (10) Sections 52 through 59.1 (2) inclusive and Section 60 of *The Employment Standards Code* respecting maternity leave shall apply "mutatis mutandis".
- "Mutatis mutandis" is a Latin phrase meaning "with the necessary changes" or "with appropriate adjustments."*
- Employment Standards rules about maternity leave apply, with the Collective Agreement taking priority where applicable.*
- 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 2402(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.

*Depending on when an employee returns from parental leave, they may not accrue their full vacation as paid.*

*By carrying over unused paid vacation from before the leave (under a)), the employee can increase the portion of their vacation that is paid upon return.*

*However, an employee can elect to take their remaining vacation entitlement as unpaid.*

- 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 (14) Subject to Article 2502(15), Parental Leave must 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.

*If an employee has not taken maternity leave, they are eligible to begin parental leave no later than 18 months after the birth or adoption of their child.*

2502 (15) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return-to-work unless otherwise approved by the Employer.

*If an employee takes both maternity and parental leave, the two leaves must be taken back-to-back without a break in between, 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".

*"Mutatis mutandis" is a Latin phrase meaning "with the necessary changes" or "with appropriate adjustments."*

*Employment Standards rules about parental leave apply, with the Collective Agreement taking priority where applicable.*

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.

*An employee is entitled to three paid days off when their partner has a baby or when they adopt a child. These days must be taken within seven days of the birth or adoption. Employees are eligible for both partner leave and parental leave, and the two do not need to be taken consecutively.*

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.

*An employee may return-to-work before their maternity or parental leave ends by giving at least two weeks' notice.*

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.

*Under Article 2506, the employee's resignation letter must state that they are leaving to raise a dependent child or children.*

*An employee who takes a break in service under this article must reapply and be rehired by the Employer. They will be treated as an internal candidate.*

*Once rehired, their previous service will be credited toward long service step, vacation entitlement, and wage scale progression.*

## **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.

*The collective agreement is available on the MAHCP website at <https://mahcp.ca/collective-agreements/>*

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.

*A member in good standing has completed a membership application and pays all required dues, allowing them to participate fully in union activities.*

*For members of religious groups who are precluded from being members of, or financially supporting any union or professional association, please see Article 2617.*

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 weeks.**

*The Employer has an obligation to inform employees of the policies that affect them. Employees also have the right to know and understand the policies that apply to them.*

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.

*The Employer will compensate employees for any time away from the workplace during regular working hours to attend grievance/arbitration proceedings or Labour Board hearings.*

- 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.

*Association dues are automatically deducted from each pay by the Employer. The current rate of dues is 1.25% of total gross earnings.*

- 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.

*If the Association decides to collect a special financial contribution from members for a specific campaign, such as a strike or defence fund, it will notify the Employer at least one month in advance. This can only be done once annually. For MAHCP governance rules regarding special adjustments, please refer to the MAHCP Constitution at <https://mahcp.ca/about/>*

- 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.

*The Association cannot hold the Employer liable for any issues that arise during the deduction of dues. Once the Employer remits the dues to the union, they are no longer responsible.*

**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.

*If the Association decides to change the dues structure, it must notify the Employer at least one month in advance. For MAHCP governance rules regarding special adjustments, please refer to the MAHCP Constitution at <https://mahcp.ca/about/>*

**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.



*Where bulletin boards are not available, members can contact the Association to request that the Employer be notified. The MAHCP member portal serves as a valuable resource and can be used in place of a physical bulletin board. <https://mahcpmemberportal.ca/login/>*

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.

*Members are entitled to an orientation to MAHCP. If a new member is unable to attend an orientation with the Labour Relations Officer or Member Advocate, please see the following link: <https://mahcp.ca/new-members/>*

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.

*With two weeks' notice, MAHCP representatives shall be granted leave to attend union events. The Employer cannot deny this leave due to operational requirements. The Association will reimburse the Employer for any costs associated with the leave.*

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 31<sup>st</sup> 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.

*The Employer provides the Association with a seniority list once per year, which is then distributed to Association members. Employees should carefully review the list to ensure the accuracy of their seniority hours and continuous service date. Any discrepancies must be reported to both the Employer and the Association as soon as possible.*

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*.

*If an employee wants a religious exemption from union dues in Manitoba, they must apply to the Manitoba Labour Board while the current collective agreement is in effect. They need to show that their sincerely held religious beliefs prevent them from joining or paying dues to the union. Instead of paying the union, they agree to donate an equal amount to a charity, either one agreed upon with the union or*

*chosen by the Labour Board. Once the exemption is granted, the Association is no longer required to represent the employee in workplace matters.*

## **ARTICLE 27: GRIEVANCE PROCEDURE**

*In grievances involving application of the Collective Agreement and non-disciplinary issues, the onus of proof lies with the grievor (the member initiating the grievance). The onus of proof lies with the Employer on all disciplinary matters.*

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.

*A grievance is any dispute that arises between an employee, multiple employees, or the Association and the Employer. To determine whether a grievance exists, it must be established that the issue stems from an incorrect or unfair application of the Collective Agreement. Not all workplace issues constitute a grievance, and in many cases, further investigation of the complaint is required before a determination can be made.*

2702 Discussion Stage:

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

*Before filing a grievance, the employee should first try to resolve the issue with their supervisor or manager. This can be done verbally or in writing, although a documented process (such as email) is preferred.*

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

*The Grievance Investigator is a neutral third party hired by both the Employer and Association to investigate the incidents that arose from a grievance being filed. The Grievance Investigator will attempt to mutually resolve a grievance if possible or give a written (non-binding) opinion of the potential outcome should the parties apply for arbitration.*

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.

*Arbitration is a process in which legal counsel for both parties present evidence to an arbitrator. The arbitration process can take several months or even years before a resolution is reached.*

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.

*Individual grievances are typically settled on a without prejudice and precedent basis, meaning either party can not use this settlement to resolve another similar grievance in the future. Policy or group*

*grievances may be more far reaching and apply to more than one member.*

*Either party may request an extension to the time limits specified, generally in the case of locating/interviewing witnesses or gathering documents to be used as evidence.*

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.

*Any such agreements can only be made between an Employer representative and MAHCP staff, such as Labour Relations Officers (LROs).*

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.

*Unless the work poses a danger to the employee's safety or the safety and health of others, as outlined in Article 2914 of this Agreement and section 43 of The Workplace Safety and Health Act, the employee is expected to follow the Employer's direction to continue working while initiating a grievance with the assistance of their LRO.*

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.

*An employee may be accompanied by a MAHCP representative (LRO or designate) at the Discussion Stage, and will be accompanied at Steps One and Two of the grievance procedure as well as at any stage of the arbitration process, including the Grievance Investigation Procedure (GIP).*

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.

*If an employee through their performing of duties for the Employer is named in a civil suit, the Employer will pay costs and expenses associated with the suit assuming the employee has not committed gross negligence (a lack of care that demonstrates reckless disregard for the safety or lives of others) in performing those duties.*

## **ARTICLE 28: ARBITRATION PROCEDURE**

*Arbitration referrals must come from the MAHCP office with the support of the Executive Director and legal counsel. Individual members and Member Advocates are not permitted to make arbitration referrals.*

- 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.

*The LRO will consult with MAHCP's legal counsel to propose a list of potential arbitrators for the Employer to select as the sole arbitrator for a grievance. If the parties cannot agree on an arbitrator, the Manitoba Labour Board may appoint one or proceed under 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.

*A three-person arbitration board is rarely used; most grievances are resolved by a sole arbitrator.*

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.

*The arbitrator(s) can not make a decision that contradicts the language in the Agreement. If a decision is made that is seen to be against the language in the Agreement, the arbitrator can be asked to explain their decision in greater detail.*

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.

*In a 3 person arbitration board, each party pays their respective nomination and the third chairperson's cost is shared between the parties (MAHCP and the Employer).*

*When a sole arbitrator is appointed, their costs are shared equally by the parties (MAHCP and the Employer).*

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

*Hearings are to be held in the area they arose from (ie, an individual grievance for a member in the Brandon area would have a hearing based in Brandon), unless otherwise agreed to by the parties (ie, virtual hearings).*

## **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.

*The Employer has committed to maintaining a high standard of health and safety in the workplace. The Association interprets this commitment as exceeding the minimum requirements set out in legislation with respect to workplace health and safety. While the article*



*provides examples related to personal protective equipment (PPE), this commitment is intended to apply broadly to all health and safety matters in any of the Employer's workplaces. The language further obligates both parties to work collaboratively to identify and resolve health and safety issues as they arise.*

**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.

*Employees with supervisory responsibilities must recognize and fulfill their legal duties and obligations under The Workplace Safety and Health Act (Manitoba).*

**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.

*If clothing or personal items are damaged in the course of performing work duties, and all proper procedures were followed, the employee may submit a claim to the Employer for reimbursement. Receipts must be provided to support any reimbursement request.*

- 2908 Health examinations required by the Employer shall be provided by the Employer and shall be at the expense of the Employer.

*Where an employee is required by the Employer to provide medical documentation or to attend a medical examination, the Employer shall reimburse the employee for any related expenses. This provision does not apply to the provision of sick notes.*

- 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.

*When roads are officially closed, the Employer will decide whether the employee's shift can be rescheduled within four (4) weeks. The employee may accept or decline the new shift. If they decline, they can choose to use hours from their banked time to replace the missed shift.*

*If they have no available banked time, or choose not to use them, the missed time will be unpaid.*

**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.

*When medical or other grounds for accommodation are presented to the Employer, the Employer will arrange a meeting with the employee and an Association representative to engage in a meaningful discussion regarding accommodation. The purpose of this meeting is to explore all available options, address questions, and assist in identifying appropriate supports for the employee.*

*The term “substantial” refers to the expectation that any accommodated duties must fall within the employee’s medical restrictions while remaining productive and valuable to both the Employer and the employee. The Employer is not required to create a new position for the purpose of accommodation but must make reasonable efforts to identify suitable options that do not create additional costs or displace other employees.*

*Either party may raise concerns or identify circumstances where an accommodation would result in undue hardship.*

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

*In certain circumstances, the parties may agree to waive specific provisions of the Collective Agreement to facilitate a reasonable accommodation. Examples of such waivers may include, but are not limited to:*

*Job posting requirements, where bypassing the standard posting process allows for timely placement of an employee requiring accommodation; or*

*Cross-departmental placement, where an employee on medical or other restrictions may temporarily perform suitable duties in another program or department.*

*Any such waiver shall be made with mutual agreement between the Employer and the Association, and only for the purpose of supporting a bona fide accommodation.*

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.

*By mutual agreement, an employee who meets the above criteria may be transferred to a different position. Their salary scale will adjust to the new position, but they will retain their current increment level (step on scale).*

- 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.

*Employees who work alone or in isolation must be provided with the Employer's policy and procedures for working alone before commencing any such work.*

- 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*.

*Under The Workplace Safety and Health Act (the Act), employees have the right to refuse work if they reasonably believe it poses a danger to their own safety and health or to the safety and health of others.*

*Dangerous work generally refers to tasks that involve safety or health risks beyond what is normally expected for the job. This may include work that could cause immediate, serious, or long-term effects to the employee or others. For more information please see:*

<https://www.wcb.mb.ca/safeworkmanitoba/safety-rights-and-responsibilities/right-to-refuse-dangerous-work/>

*Employees are encouraged to report any 'right to refuse' and/or safety issues to their LRO.*

**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.**

*For more information please see:*

<https://www.gov.mb.ca/csc/whistle/index.html>

**2916     Employees who are unable to return to their point of origin as a result of inclement weather conditions or fleet vehicle breakdown while on Employer business shall inform the Employer as quickly as reasonably possible. Such employees shall suffer no loss of pay and in addition shall be entitled to the applicable provisions of Article 17 (Travel Expenses).**

*If the roads are closed before an employee can return to the worksite from which their scheduled shift began, or if an Employer-provided vehicle breaks down while the employee is on Employer business, the employee must notify the Employer. The employee shall continue to be compensated, and the Employer will provide suitable accommodations if necessary.*

**2917     Applicable to Paramedics Only:**

**EMS stations shall provide access to washroom facilities including sink, shower facilities and a rest area.**

**2918     Applicable to Paramedics Only:**

**As required and upon request to the supervisor on duty, a crew assigned to a Geopost location may be allowed to travel to the closest location that provides public washroom facilities. Such requests and approval shall not be unreasonably made or denied.**

## **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.

Health Sciences Centre, CancerCare Manitoba, and 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 sited employees (on Winnipeg Civic Employees' Benefit Plan) 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.

Employees on the Thompson General Hospital Dental Plan only:

Employees shall continue to participate in the Canada Life Dental Plan and shall continue to have their dental benefit premiums paid by the Employer in accordance with past practice.

Former Civil Service grandparented employees only:

Please refer to Article 3007.

*Dental plan coverage varies by site and employee group. Some employees receive fully Employer-paid premiums, while others share the cost with the Employer.*

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.

*This clause serves as a contingency for potential future costs related to provincial healthcare premiums, ensuring that any cost-sharing arrangement is negotiated between the parties.*

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 120<sup>th</sup> calendar day. An employee may not utilize income protection contiguous to the date of termination of D&R coverage.

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 sited employees (on Winnipeg Civic Employees' Benefit Plan) 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

*The \$1,000 Health Spending Account for part-time employees is not pro-rated based on EFT. Additionally, a part-time employee who works the equivalent of full-time hours is not eligible for the higher full-time amount.*

*An employee must be enrolled in a healthcare benefits plan to be eligible to receive the applicable Health Spending Account.*

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.

*The Health Spending Account amount is negotiated between the parties (see Article 3005). Eligible expenses are determined by the terms of the applicable health benefits plan.*

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-terms 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.

*This article preserves the existing benefits of employees who transitioned from the Civil Service, ensuring continuity of coverage and preventing any loss of benefits.*

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.

*Please see article 206 for more information regarding "Continuous Service" or "Length of Employment".*

- 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.

*Employees have flexibility in how they receive their pre-retirement leave benefit; however, the chosen method may affect the continuation of health benefits, vacation accrual, pension contributions, and other entitlements.*

- 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.

*Former Civil Service employees may elect to save vacation days for retirement, creating a supplemental leave period or payout.*

*For more information please see: <https://cssb.mb.ca/members/late-career-member/banked-vacation-days/>*

- 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.

*“Just cause” allows an Employer to terminate an employee without notice or pay in lieu of notice. The Employer must show that the employee’s conduct was serious enough to breach the employment agreement, such as theft, dishonesty, violence, or repeated neglect of duties. The misconduct must be serious enough to justify termination rather than a lesser disciplinary action.*

*“Just cause” for discipline exists when an Employer has a valid reason to take corrective action for misconduct, poor performance, or policy breaches. The discipline must be proportionate to the conduct, whether it is a warning, suspension, or other corrective measure.*

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.

*When the Employer investigates a situation that might lead to discipline, the employee is entitled to:*

- *Advance notice of the concern.*
- *Information about when it happened.*
- *Relevant details about the issue, where possible.*

*This ensures the employee knows what the investigation is about and can respond fairly.*

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.

*Employees are strongly encouraged to review the contents of their employee file on a regular basis. For information regarding the removal of past disciplinary letters or letters of direction, please refer to Article 3209.*

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.

*Employees should note that the ability to request the removal of disciplinary letters from their employee file after three years has now been extended to include letters of direction and letters of expectation.*

- 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**

*NOTE: RCC 10-month employees, please see MOU 93*

*NOTE: Contact your LRO if the Employer approaches you about layoffs, typically layoff provisions are communicated and mutually dealt with by the Employer, employees and Association.*

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 53<sup>rd</sup> 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.

*A demotion in this context may occur when an employee voluntarily accepts a lower classification as a result of their occupied position being deleted. It is important to note that in such cases, the employee's salary will remain unchanged, and they will not be eligible for general wage increases until the salary range*

- 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 introduce technological changes 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.

*This provision helps protect the work rights and responsibilities of bargaining unit employees while allowing flexibility in specific circumstances.*

- 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.

*This provision ensures that the Association is kept informed of important developments that could affect its members, facilitating communication and potentially allowing for collaborative discussions.*

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.

<https://web2.gov.mb.ca/laws/statutes/ccsm/pdf.php?cap=h175>

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.**

*An employee has the right to a safe workplace. An employee who is subjected to abuse, harassment, or bullying has the ability to address this directly with the accused party (if they feel safe and comfortable to do so) or they can file a complaint using the Employer's Respectful Workplace Policy. Coworkers and supervisors have a duty to report incidents that they witness as being abusive, harassing, or bullying.*

*The Employer may investigate the complaint submitted. If the complainant doesn't agree with the decision of the Employer, in consultation with their LRO, the complainant has the ability to challenge that decision on the matter utilizing "Article 27 - Grievance Procedure".*

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 she is 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.

*Performance appraisals, also referred to as performance conversations or discussions, are conducted to ensure mutual understanding between the employee and Employer regarding the employee's performance in relation to organizational expectations. These discussions provide an opportunity for feedback, open communication,*

*goal setting, and alignment of individual objectives with the broader goals of the organization.*

*Signing does not necessarily indicate that an employee agrees with the contents. Employees have the right to add comments in accordance with c).*

- 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.

*An employee may not use any vacation time during the notice period when they resign from their position.*

- 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.

*Employees should ideally request this neutral letter of employment at the time they provide their resignation notice, although it can also be requested at a later date.*

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

*All Employer-owned electronic devices must be surrendered to the Employer without delay when requested. MAHCP discourages the personal use of work devices.*

- 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 a **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.

*The Employer is obligated to plan and hold joint management/employee meetings. There must be a designated chair and co chair. A special meeting can be called if circumstances arise. The terms of reference of each committee will determine how often regular meetings occur.*

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

*The committee can make suggestions to the Employer about issues or possible solutions, but it does not have the authority to require the Employer to take any action.*

- 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 Employee/ Management Advisory Committee.**

*Employees who are scheduled to work will attend committee meetings during their regular work hours. Employees who are not scheduled to work are guaranteed a minimum of one (1) hour of pay for their participation on the 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.

*In accordance with the Manitoba Workplace Safety and Health Act, every work location with more than 20 employees must have a Safety and Health Committee. Work locations with fewer than 20 employees must have designated employee representatives who are trained in safety and health.*

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;

*Committees are required to review all complaints and issues that are raised with any committee member or with the committee as a whole.*

- 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;

*All committee members should be able to identify and speak to safety issues 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;

*The committee has the right to recommend the implementation of safer work procedures, training, or equipment*

- d) Cooperation with the occupational health service, if such a service has been established by the Employer;

*Committees shall work with Occupational & Environmental Safety & Health (OESH) representatives or their regional equivalents.*

- 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.

*For example:*

*Employers must prepare an annual report compiling records of violent incidents, investigation results, and control measures implemented.*

*This report must be provided to the workplace safety and health committee, representative, or workers if no committee exists.*

- 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.

*No employee elected or selected to serve on the Workplace Safety and Health Committee shall experience any loss of pay for attending meetings or performing committee-related duties.*

- 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)*.

*The Employer must ensure that every member of the Workplace Safety and Health Committee, or a designated representative, receives adequate training to fulfill the committee's responsibilities. Committee members are currently entitled to two (2) days of paid education leave for this purpose.*

- 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.

*Employees who are scheduled to work will attend committee meetings during their regular work hours. Employees who are not scheduled to*

work are guaranteed a minimum of one (1) hour of pay for their participation on the committee.

## **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.

*The shared position remains one (1) full-time position with one Position Control Number (PCN). Requests for Job Share will be considered by the Employer in terms of operational needs.*

- 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.

*Although each employee in a job-sharing arrangement may hold only a portion of an EFT, the Employer may require one of the employees to cover the full EFT of the shared position.*

- 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.

*Upon termination of one of the employees in a job-sharing arrangement, or if no qualified applicant is found, the job-share agreement may be terminated. The Employer will assess whether the arrangement can continue with a new co-employee or if the position should revert to full-time.*

*If the Employer decides to discontinue the arrangement, the remaining co-employee will either convert to full-time or be required to obtain an alternative comparable vacant position. If no suitable vacant position is available, the remaining employee may be placed on layoff status and may exercise their seniority-based bumping rights in accordance with Article 33 – Job Security.*

*The Employer's decision to discontinue a job-sharing position applies only when one of the job-sharing employees resigns from their portion of the position and a vacancy exists for that portion of the EFT. The Employer is under no obligation to create a position of the employee's choice for the remaining co-employee, but must offer a comparable position within the same classification. If the remaining co-employee declines the offered position, they will no longer hold a position, and the Employer is not required to provide an alternative placement.*

## **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.

*For good-faith overpayments, recovery will not go back more than 12 months from the date of discovery. Notice and details of the overpayment will be provided to the employee and Association within 20 business days. For overpayments affecting more than 10 employees, this timeline may be extended by mutual agreement.*

*Employees may request a meeting with the Employer and Association to review the overpayment and repayment schedule. Recovery will be*

*fair, reasonable, and spread over a period at least equal to the duration of the overpayment, unless otherwise agreed.*

*If an employee retires or leaves before full recovery, the remaining amount may be deducted from their final pay.*

## **ARTICLE 42: UNIFORMS**

4201 Applicable to Emergency Medical Services, Critical Care Transport Team, Children's Health Transport Team and **Interfacility Patient Transport**:

### New Hire Uniforms:

Upon commencement of employment, the employee shall receive:

### Full-time / Part-time:

- **Six (6)** pairs of pants;
- **Six (6)** crested uniform shirts;
- **Four (4) undershirts;**
- **One (1) soft shell jacket;**
- **One (1) winter jacket;**
- One (1) pair winter gloves;
- One (1) toque;
- **One (1) hat;**
- **Eight (8)** pairs of epaulets.

### Casual:

- **Three (3)** pairs of pants;
- **Three (3)** crested uniform shirts;
- **Two (2) undershirts;**
- **One (1) soft shell jacket;**
- **One (1) winter jacket;**
- One (1) pair winter gloves;
- One (1) toque;
- **One (1) hat;**
- **Four (4)** pairs of epaulets.

It is agreed between both parties that the above noted **winter** jacket will be **eligible replacement after** every three (3) years [five (5) years for casual] at the **Employer's** expense.

**Equipment Issue:**

**Full-time/Part-time or Casual:**

- **Duty belt**
- **Radio belt clip**
- **Safety glasses**
- **Safety glasses pouch**

**Emergency Medical Services only:**

- **Pager pouch**

**Applicable to MTCC and VECTRS:**

**Full-time / Part-time:**

- **Four (4)** pairs of pants;
- **Four (4)** crested uniform shirts;
- **One (1) soft shell** jacket
- **Four (4)** pairs of epaulets.

**Casual:**

- **Three (3)** pairs of pants;
- **Three (3)** crested uniform shirts;
- **One (1) soft shell** jacket
- **Three (3)** pairs of epaulets.

It is agreed between both parties that the above noted **soft shell** jacket will be **eligible replacement after** every three (3) years [five (5) years for casual] at the **Employer's** expense.

**\*If a casual employee works more than 0.5 EFT in a fiscal year (calculated as at the last pay period in March of each year), they shall receive the Full-time/Part-time uniform allotment.**



Applicable to Critical Care and Child Health Transport Team only:

- One (1) Flight suit issued to those who are required to provide in flight care

It is agreed between both parties that the above noted Flight Suit will only be replaced at Employer's discretion at the **Employer's** expense.

4202 **Effective April 1, 2025:**

**Applicable to Emergency Response Services only:**

The uniforms and equipment outlined under Article 4201 shall be provided and paid for by the Employer for each employee at no expense to the employee.

An employee is responsible for all items provided to them by the Employer. The Employer agrees to replace or repair the items outlined in Article 4201 under the following conditions:

- If the item is damaged beyond repair during the performance of the employee's duties; or
- If the item becomes worn or unpresentable, impeding its functionality or professional appearance; or
- If the item is lost or stolen while the employee is on duty or has been stored on the Employer's property.

Should any of the above conditions be met, the employee must immediately submit a completed ERS Uniform Request Form to their respective Manager or designate, in accordance with Article 4204.

Upon receipt of the completed ERS Uniform Request Form and the return of the item needing replacement, a replacement item shall be issued.

In the event of employee uniforms being exposed to contaminated materials or there are infection control risks to employees, the Employer shall have in place necessary provisions for the proper cleaning or replacement of employee uniforms.

4203 **Effective April 1, 2025:**

**Uniform Request Process:**

Employees wishing to request uniform item(s) will follow the process below:

- Complete the ERS Uniform Request Form.
- Forward the Request Form, electronically whenever possible, to their respective Manager or designate.
- No verbal requests will be accepted.

**Upon receipt of the completed ERS Uniform Request Form, the Manager shall confirm the requirement to replace the uniform item, and upon return of the item needing replacement, a replacement item shall be issued.**

4204 **Applicable to Emergency Medical Services, Critical Care Transport Team, Children's Health Transport Teams and Interfacility Patient Transport:**

**Footwear:**

- a) Where the Employer requires that CSA approved safety footwear, as per Employer policy, to be worn, employees will be reimbursed for the actual cost of the footwear up to a maximum of three-hundred dollars (\$300).**
- b) The reimbursement shall only be provided upon commencement of employment and once every two (2) years thereafter (from date of last reimbursement).**
- c) To be eligible for reimbursement, footwear must be confirmed to meet all requirements of the Employer policy.**
- d) Employees will be reimbursed upon submission of a receipt to the Employer for the purchase of footwear as specified above.**

**Submission for reimbursement must occur no later than four (4) weeks from the date of purchase of the footwear.**

4205 **Applicable to Emergency Response Services Only:**

- a) Employees must, at all times, maintain a professional appearance in accordance with Employer policy.**

- b) All items remain the property of the Employer and when no longer required, **or upon termination of employment**, must be returned by the employee. **Failure to return uniform items without an explanation satisfactory to the Employer shall result in the employee being responsible for the costs of the uniform(s).**
- c) The employees shall be responsible for the laundering and maintenance of their own uniforms.
- d) Upon presentation of a receipt, the Employer will reimburse employees for the cost of hemming pants, where hemming is necessary, to a maximum ten dollars **(\$10.00)** per pair. Hemming and presentation of receipt must occur no later than four (4) weeks from the date of issuance of pants.
- e) Where an employee works at more than one Zone/MTCC/**VECTRS**/Speciality Team this article will only apply **once, defaulting to an EMS Zone or Specialty Team allotment to ensure all required uniform items are issued.**

4206     Applicable to Autopsy Technical Assistants only:

Employees will receive a one hundred and fifty (\$150) footwear allowance upon commencement of employment and once annually. Such allowance shall be paid as a lump sum payment annually on the closest pay period prior to March 31st of each subsequent year.