

COLLECTIVE AGREEMENT

-Between-

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

-and-

**COMMUNITY THERAPY SERVICES INC.
(CTS)**

For the Period April 1, 2024 to March 31, 2028

NOTICE TO READERS:

This Collective Agreement has undergone a review for cosmetic and formatting updates prior to publication.

These updates do not alter the intent or substance of the agreement. They are administrative in nature and intended to improve clarity and consistency.

Please note: These printed copies differ from the originally signed versions due to the updates listed above. The signed versions remain the official record of the agreements.

If you have any questions, please contact MAHCP at info@mahcp.ca.

THIS COLLECTIVE AGREEMENT
BETWEEN
THE MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS
(Herein called the "Association")
-and-
COMMUNITY THERAPY SERVICES, INC.
(Herein called the "Employer")

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

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

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

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

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ARTICLE 1: SCOPE AND APPLICATION OF AGREEMENT

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

ARTICLE 2: DEFINITIONS

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

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

- 201 APPROVED TRAINING means training as approved by the authorized parent society.
- 202 BASIC PAY, RATE or SALARY means the amount indicated in SCHEDULES "A" and "B" plus shift premiums for employees on permanent evenings and/or nights.
- 203
 - a) Probationary Employee – means an employee who has not completed six (6) months or five hundred and twenty (520) hours (whichever comes first)

of continuous full-time or part-time employment. Until such time as an employee has completed their probation period, they may be subject to discharge for just cause without recourse to the grievance procedure. In the event that an employee is to be discharged during the probation period, written notice shall be served to the employee and the Association. The probation period for any given employee may be extended after consultation with the Association.

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

204 Day shift means a shift in which the major portion occurs between 0830 hours and 1630 hours.

205 Weekend means the period of approximately forty-eight (48) hours which commences at or about 0001 hours on Saturday and ends at or about 2400 hours on Sunday.

206 Biweekly period means two (2) consecutive weeks constituting the regular pay period.

207 Definition of Continuous Service/Length of Employment:

“Length of Employment” shall mean the period of time since an employee last became a full-time, part-time or term employee for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and “Length of Service” shall have a similar meaning. Conversion from full-time, part-time or term status to casual status shall be considered a break in service and no period of casual employment or prior full-time, part-time or term employment shall be included in an employee’s length of employment or length of service even when a casual employee subsequently becomes a full-time, part-time or term employee.”

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

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

210 “FTE” means Full-Time Equivalent.

211 General Wage Increase shall mean a wage increase that is applied to all wage scales.

212 **Market Adjustment** shall mean that an increase to a specific classification's wage scale (as listed within Schedule "A") usually to address an internal or market pay inequity.

ARTICLE 3: EMPLOYMENT STATUS

301 Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent change and a copy will be placed in the employee's personnel file.

302 An employee means a person employed by the Employer in a position which is included in the bargaining unit.

303 Full-time Employee - means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 12 (Hours of Work and Shift Schedules). A full-time employee is covered by all provisions of this Agreement, unless otherwise specified.

304 Part-time Employee - means an employee who regularly works less than the hours of work as set out in Article 12 (Hours of Work and Shift Schedules) on a scheduled and recurring basis.

305 Casual Employee - means an employee who is called in occasionally by the Employer to:

- replace a full-time or part-time employee; or
- to supplement regular staff coverage in situations of unforeseen staff shortages.

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

ARTICLE 4: TERM EMPLOYEE

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- A **term** employee shall not be hired for a period greater than fifty-four (54) weeks unless mutually agreed by the Association and the Employer. (This provision shall not apply in situations where an employee is absent indefinitely due to illness, injury or WCB claim.) In these cases, the maximum duration of such leave and the maximum duration of the term of

employment to replace that employee shall be twenty-four (24) months. Such employee is covered by the terms of this Agreement.

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

- b) A **term** employee hired to temporarily replace a permanent employee shall be entitled to exercise their seniority rights to obtain a vacant position for which they are qualified prior to the expiration of their term.
- c) A **term** employee may not be eligible for transfer during their probationary period.
- d) A **term** employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position in the bargaining unit if that position is within a different discipline or specialized area of practice.
- e) A **term** employee shall have no seniority rights in matters of demotion, layoff and recall.
- f) A **term** employee who applies for or is awarded a posted position prior to the end of their period of **term** employment shall have their service connected for seniority purposes.
- g) A term employee who is awarded a position and who commences employment within six (6) weeks of termination of their previous position will be entitled to transfer of benefits from their previous position to their new position as specified below:
 - i) accumulated income protection benefits;
 - ii) length of employment applicable to rate at which vacation is earned;
 - iii) length of employment applicable to pre-retirement leave;
 - iv) length of employment applicable for qualification for the Magic 80 pension provisions;
 - v) length of employment applicable to next increment date;
 - vi) continuation of all Benefit Plans subject to reapplication in accordance with HEB plan rules;
 - vii) seniority credits.

ARTICLE 5: CASUAL EMPLOYEE

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

- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given biweekly period.
- b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
- c) Casual employees shall be entitled to shift premium as outlined in Article 17 (Shift Premium and Weekend Premium).
- d) Casual employees required to work on a recognized holiday, including Remembrance Day, shall be paid at the rate of time and one half (1.5X) their basic rate of pay.
- e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 13 (Overtime).
- f) Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article respecting meal periods and rest periods shall apply to casual employees.
- g) The Employer agrees to deduct Association dues from casual employees in accordance with Article 25 (Association Security). In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.
- h) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at their basic rate of pay.
- i) Casual employees placed on Standby shall be entitled to compensation in accordance with Article 14 (Standby and Callbacks).
- j) Articles 26 and 27, (Grievance Procedure and Arbitration Procedure) contained in the collective agreement apply to casual employees only in respect to matters of this Article.
- k) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- l) Effective July 17, 2000, casual employees shall accrue seniority for hours worked only for the sole purpose of applying for a job posting relative to other casual employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.

m) Casual employees shall receive increments on the basis of one (1) increment upon completion of the full-time equivalent 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.

If a casual employee is hired into a part-time/full-time position, the increment hours accrued as a casual employee in the classification shall transfer to the part-time/full-time position in the same classification.

ARTICLE 6: PART-TIME EMPLOYEES

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

602 Part-time employees will be paid **five (5.0%) percent** of their basic pay in lieu of time off on general holidays or alternative time off. Such holiday pay shall be included on each regular pay cheque, and is in addition to payment for time worked on a general holiday.

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

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

Part-time employees are not entitled to unpaid vacation days.
- b) Part-time employees shall earn vacation pay on a pro-rata basis in accordance with this formula:

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

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

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

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

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

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

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

605

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

ARTICLE 7: OCCUPATIONAL CLASSIFICATIONS

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

702 **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.

703 **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.

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

705 **New Classifications:**

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

- a) **Written notice of objection must be given to the Employer by the Association within forty-five (45) calendar days after the notification above or such classification and salary scale shall be considered approved and shall form part of the Agreement.**
- b) **Where the Association objects to the salary scale for a new or altered classification established by the Employer, as referenced above, the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary scale within thirty (30) days. Failing such agreement, the matter shall be referred to arbitration in accordance with Article 27 (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.

706 Reclassification Request:

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

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

707 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.

ARTICLE 8: MANAGEMENT RIGHTS

- 801 Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate and generally regulate its facility, affairs and functions.
- 802 The Employer agrees to exercise its management rights and to administer the terms of this Agreement in a consistent, equitable and non-discriminatory manner.

ARTICLE 9: SALARIES

- 901 Salaries shall be paid to each employee in accordance with Schedules "A", and "B" which are attached to and form part of this Agreement.
- 902 In implementing this Agreement, each employee shall be placed not lower than the same increment level and in the same classification to which they were entitled under the previous Agreement.
- 903 An employee's anniversary date for incremental purposes shall be the anniversary of the date on which they last commenced employment with the Employer, except as per Article 904.
- 904 Increments will not be delayed due to paid leave of absence, or an unpaid leave of absence, of four (4) weeks or less or an employee participating in a return-to-work program. An employee's anniversary date for incremental purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.
- 905 **The minimum salary of a newly hired employee will be determined by experience:**
 - a) **on an equivalent full-time basis, and**
 - b) **related to the position applied for and held, and**

c) in accordance with the following:

- **Less than 1950 hours (or one year of full-time equivalent for the annual hours of work in the classification) placed on Start Rate**
- **1950 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.**
- **3900 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.**
- **5850 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.**
- **7800 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.**
- **9750 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.**
- **11700 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. Upon request, proof of experience shall be provided to the Employer within 90 days of the employees start date.

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

907 Equivalent gross annual rates shall be calculated as follows:
Annual rates = gross hourly rates x annual hours as per Schedule “A”.

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

909

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

910 **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 207; and**
 - ii. **The employee has been at the maximum step of their salary**
 - iii. **Scale for a minimum of twelve (12) consecutive months.**

Twenty (20) Year Long Service Step:

- a) **Effective April 1st 2024, A the Twenty (20) Year Long Service Step shall be equivalent to two percent (2%) shall be added to Schedule "A" 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 207; and**
 - ii. **The employee has been at the maximum step of their salary scale for a minimum of 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 207; and**
 - ii. **The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.**

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.

ARTICLE 10: SENIORITY

- 1001 Seniority shall be defined as the total accumulated regular hours paid from the last date the employee entered the bargaining unit. Seniority accumulated prior to the date of signing of this Agreement shall be retained.
- 1002 Seniority of an employee will continue to accrue during:
 - a) any period of paid leave of absence or income protection;
 - b) absence on Workers' Compensation for up to two (2) years;
 - c) unpaid leave of absence of four (4) weeks or less;
 - d) layoff of twenty-six (26) weeks or less;
 - e) educational leave of two (2) year or less;
 - f) any period of Parenting Leave;
 - g) any period of approved unpaid leave of absence for Association purposes of up to one (1) year;
 - h) absence up to two (2) years under the Educational Deferred Salary Leave Plan.

- i) any period of unpaid leave of absence due to injury or illness which is compensable by MPI or D&R/LTD for a period of up to two (2) years from the date of the first absence from work related to the injury or illness.
- j) any period of unpaid leave for Public Office in accordance with Article 2405.
- k) any period of leave not included above, as provided for in the Employment Standards Code up to two (2) years.**

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

- a) unpaid leave of absence of more than four (4) weeks
- b) absence on Workers' Compensation benefits for more than two (2) years
- c) educational leave in excess of two (2) years
- d) layoff more than twenty-six (26) weeks and not more than five (5) years.
- e) **any period of unpaid leave of absence due to injury or illness which is compensable by MPI or D & R in excess of two (2) years from date of the first absence from work related to the injury or illness;**
- f) any period when an employee accepts a temporary position with the Employer outside of the bargaining unit for a period of fifty-four (54) weeks or less.**

1004 Seniority will terminate if an employee:

- a) resigns or retires
- b) is discharged and is not re-instated
- c) is laid off for more than five (5) years
- d) is promoted or transferred to a permanent position outside of the bargaining unit and completes the trial period

ARTICLE 11: VACANCIES, TERM POSITIONS AND NEW POSITIONS

1101 Promotion means a change of employment from one classification to another classification with a higher maximum rate of pay within the bargaining unit.

- a) Upon promotion, an employee shall receive a salary within the salary range applicable to their new classification, which provides an increase of at least 5% above their former salary.
- b) An employee's anniversary date for the purpose of annual increment shall not be changed as a result of a promotion.

1102 All vacancies which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state the classification, job title, required qualifications, site(s)/work location(s), current or anticipated shift and hours of work, and wage rate. A copy of the posting shall be sent to the Association office within the posting period. Job descriptions shall be available to applicants upon request.

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

1103 Seniority shall be considered as a factor in vacancy selection (including promotion and transfer) and if all other selection criteria are relatively equal, it shall be considered as the governing factor. Selection criteria shall be available to applicants on request.

1104 In a selection process where there are external applicants and the selection criteria are relatively equal amongst applicants, preference shall be given to employees presently in the employ of the Employer who have submitted a written application for the vacant, term or new position.

1105 An employee who applies for a posted vacancy and who is unsuccessful shall be, upon written request, given the reasons in writing as soon as reasonably possible.

1106 All promotions and voluntary transfers are subject to a three (3) month trial period, which may be extended up to an additional three (3) months if the Employer so requests and the Association agrees.

1107 During the trial period, if the employee proves to be unsatisfactory in the new position, or if they wish to revert voluntarily, they shall be returned to their former position if reasonably possible. All other employees so affected shall be returned to their former positions if reasonably possible. An employee not returned to their former position shall be returned to their former occupational classification, employment status and step on scale including any increments or general increases that occurred during that period.

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

1109 **Timeline to release employees moving to a new position:**
In the case of an employee from the bargaining unit being awarded a position within the Employer, the transfer shall be carried out in accordance with Article 3401 unless otherwise mutually agreed between the employee and the Employer.

1110 **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.**

1111 **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 FTE), and site(s)/designated base location.**

ARTICLE 12: HOURS OF WORK AND SHIFT SCHEDULES

1201 Regular full-time hours of work will be (See Schedule "A"):
1950 annual hours
seven and one half (7 ½) consecutive hours per day, an average of seventy-five (75) hours per biweekly period.

1202 Regular hours of work shall be deemed to:

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

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

1204 Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible.

1205 Any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.

1206 Each employee shall be entitled to accumulate up to a maximum of one week of budgeted hours, pro-rated based on FTE to a maximum of 37.5 budgeted hours for holidays, overtime, or other premium hours to be taken as mutually convenient and in conjunction with scheduled days off, if requested. The employee shall provide the supervisor with at least one-week prior notice when requesting this time.

1207 Where an employee is required to attend a staff meeting on a scheduled day of rest, they shall be compensated in accordance with the term of this agreement.

1208 If mutually agreed upon and if operating requirements permit, an employee may modify their hours of work on a regular or temporary basis. Such modified hours shall not entail overtime costs to the Employer, nor shall the employee work less than their required hours within two (2) biweekly pay periods.

1209 Unless given seven (7) days prior notice, a full-time employee who works on a day which they were not scheduled to work shall be paid the greater of double time or overtime rates. This Article will not apply to employees on Standby.

1210 If the Employer considers implementing a significant change to the normal workday, start and finish times, normal shift of work, normal work week, or normal rotation of shifts the Employer will attempt to obtain the agreement of a majority of affected employees at a meeting held to discuss and consider such changes. A properly designated representative of the Association shall be given seven days' notice for an opportunity to attend this meeting and to express the Association's opinion in regard to any proposal of the Employer and to submit any alternate proposals for consideration. Failing implementation of the alternate proposals, a written explanation shall be sent to the Association. If after due consideration the Employer still plans to implement the change, the affected employees will be given at least sixty (60) days' notice. Notice time may be adjusted by mutual agreement between the Association and the Employer.

Employees will be provided with 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.

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

1212 Self-Scheduling and/or Flex Time Provisions:
This Article shall not preclude the implementation of self-scheduling and/or flex time by mutual agreement between the Association and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this agreement.

1213 Bank Time:
1. An employee who voluntarily extends their regular hours of work, beyond the hours in Article 204, and while performing their regular duties, shall bank the extended hours at a straight time rate up to an allowable maximum represented by the regular weekly hours of 37.5 hours, prorated per FTE.
2. An employee shall not be permitted to accrue extended hours beyond the banked maximum unless the Employer provides prior approval.
3. Bank time is compensated by granting equivalent time off at the regular rate of pay.
4. An employee who, at the Employer's request, agrees to extend their regular hours of work as stipulated in Article 204 and Article 1201 shall be entitled to overtime as per Article 1304 of the collective agreement.

ARTICLE 13: OVERTIME

1301 Overtime shall mean any authorized time worked in excess of regular hours established under Article 12 and shall not apply to "Travel Status" per Article 16.

1302 The Employer shall designate the manner in which overtime is to be authorized.

1303 An employee shall not be required to alter their scheduled hours of work to offset any overtime worked.

1304 Overtime rates shall be:

- a) Two (2) times the basic rate except as follows:
- b) Two and one-half (2 ½) times the basic rate on a general holiday.
- c) One (1) times the basic rate of pay for the time worked when an employee is required to work during a paid rest period;
- d) Two (2) times the basic rate of pay for the time worked when an employee is required to work during an unpaid meal period.

1305 If mutually agreed upon, an employee may be granted compensatory time off equivalent to and in lieu of the overtime payment to which they would otherwise be entitled.

1306 An employee performing authorized overtime for a period in excess of three (3) hours shall be granted eight dollars (\$8.00) for a meal and a further eight dollars (\$8.00) for each subsequent three (3) hour overtime period.

1307 For purposes of determining overtime entitlement, all paid leave shall be considered as hours worked.

1308 No employee shall be required to work overtime against **their** wishes.

1309 In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which regular meal/rest periods shall occur.

1310 Overtime worked as a result of the changeover from Daylight Saving Time to Central Standard Time shall be deemed to be authorized overtime.

ARTICLE 14: STANDBY AND CALL-BACKS

1401 Standby is that time duly authorized by the Employer during which an employee is required to be available to return-to-work without undue delay.

1402 An employee designated by the Employer to be on standby shall be paid an allowance of two (2) hour's basic pay for each on call shift.

1403 For actual hours worked on Saturday and Sunday – paid at applicable overtime rates and applicable weekend and evening premiums.
For actual hours worked on statutory holidays – paid at applicable overtime rates.

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

ARTICLE 15: EMERGENCY/DISASTER

1501

- a) In any emergency or disaster (a sudden generally unexpected occurrence or set of circumstances that overwhelms the Employer's available resources and causes a major impact requiring immediate action), **or major health alert such as a possible pandemic occurrence**, declared by the **Executive Director** 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 13.**

ARTICLE 16: TRAVEL EXPENSES

1601

- 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)**

b) Travel Expenses:

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

- i) The Employer shall reimburse the employee for all business-related parking.**
- ii) When traveling on authorized Employer business, the Employer shall reimburse employees in accordance with the prevailing Province of Manitoba mileage rates, subject to a minimum payment of: seven dollars (\$7.00) for a return trip or three dollars and fifty cents (\$3.50) 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.

Employees are expected to travel to and from work each day on their own time.

***Should Home Care in the CUPE support bargaining unit be reimbursed in accordance with Government of Canada mileage rates, MAHCP will receive the same increase with the same implementation date.**

1602 **Employees required to use their own vehicle for the business of the Employer shall be responsible for ensuring their vehicle is in good working order, and arranging, paying, and maintaining vehicle insurance as may be required by Manitoba Public Insurance for the duration of their employment. Such insurance shall include a minimum of one million dollars (\$1,000,000.00) public liability and property damage. Employees may be required to provide satisfactory proof of vehicle insurance to the Employer.**

1603 When traveling on authorized Employer business, “Travel Status” means absence of the employee from the area geographically recognized as the Winnipeg Health Region (excluding Churchill).

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

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

Receipts are required for overnight accommodation.

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

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

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

An employee who is in travel status may claim an incidentals allowance of **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.

1604 An employee determined to be in "Travel Status" and travelling outside the Winnipeg Health Region on Employer business shall receive compensatory leave or pay at straight time for all hours in excess of normal work hours (per Article 204) spent travelling.

ARTICLE 17: SHIFT PREMIUM AND WEEKEND PREMIUM

1701

- a) An employee scheduled and required to work any hours between 1800 hours and the next succeeding 2400 hours, as part of any shift shall be paid an evening shift premium of **two dollars and twenty-five cents (\$2.25)** per hour effective date of ratification for the hours worked between 1500 hours and 2400 hours.

b) An employee scheduled and required to work a shift where the majority of the hours fall between 2400 hours and 0600 hours, shall be paid a night shift premium of **three dollars and seventy-five cents (\$3.75)** effective date of ratification per hour for that entire shift.

1702 **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.**

ARTICLE 18: ANNUAL VACATION

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

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

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

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

1804 ***To start accruing in the 2024/2025 vacation year, for utilization in the 2025/2026 vacation year. If the vacation selection process has already commenced the employee will be credited with the time but cannot use seniority to select time.**

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

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

b) **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.**

1805 An additional five (5) days' vacation will be granted to an employee in the year of their twentieth (20th) anniversary of their employment and every consecutive five (5) years until termination of their employment. Such days shall be prorated for a part-time employee. Such additional vacation shall be taken in the vacation year during which the anniversary will occur.

1806 An employee who has not completed one (1) year's continuous employment as at April 30th shall be granted a pro-rata vacation.

1807 The Employer shall post vacation entitlements not later than March 1st each year and allow employees to express their preference before April 1st.

1808 The Employer will post an approved vacation schedule not later than April 30th, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.

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

1809 Annual vacation will not be reduced as a result of a paid leave of absence, or unpaid leave of absence of four (4) weeks or less.

1810 Employees on Workers Compensation **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.

1811 The Employer shall not require an employee to work past one o'clock in the afternoon (1:00 p.m.) on December 24th **and December 31st** when either day falls on Monday through Friday. These days shall be considered full workdays for purposes of calculation.

Notwithstanding the above, any employee who, at the request of the Employer, agrees to work a regular workday on December 24th **or December 31st** falling on Monday through Friday, shall receive one-half (½) day of compensatory leave with pay up to a maximum of four (4) hours.

Approved vacation falling on either of these dates shall be considered a deduction of one full day of vacation entitlement.

1812 **The Employer shall post vacation thresholds for each department no later than the time vacation entitlement lists are posted.**

ARTICLE 19: INCOME PROTECTION

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

1902 Effective April 1, 2027:

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

Of each day and a **half (1.5)** of income protection credits earned, **one point two (1.2) days*** (80%) shall be reserved exclusively for the employee's personal use as specified in this collective agreement. The remaining **point three (0.3)** of a day* (20%) shall be reserved for either the employee's use or for use in the event of family illness as specified in Article 1905. The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

*In the employee's first year of employment, amend "one **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.

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

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

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

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

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

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

1907 The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform their normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than **five (5)** days.

1908 Upon sufficient notification to the Employer and providing such time off does not unduly disrupt the departmental operations, employees shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, occupational therapist or any other recognized medical therapist. An employee may not utilize income protection time in a manner that increases their worked hours beyond their regularly scheduled work hours.

1909 Where an employee qualifies for sick leave involving hospitalization or bereavement leave for any family member as defined in article 1905, during their period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, provided proof of hospitalization is given.

1910 The Employer will provide each employee with a statement of accumulated income protection credits upon request.

1911 Part-time employees shall accumulate income protection credits on a pro rata basis.

1912

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

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

The employee may elect to submit an application to the Employer requesting that the Employer supplement the award made by the Workers' Compensation Board for the loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or

until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.

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

- b)
 - i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident they must advise their supervisor as soon as possible and they must submit a claim for benefits to Manitoba Public Insurance. Failure to do so shall disentitle them from income protection benefits. It is expressly understood that an employee may not receive compensation from both Income Protection and from MPI.
 - ii) Subject to b) i), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions.
 - iii) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 2 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan Contributions and EI contributions.
 - iv) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed the lesser of:
 - a) the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period, or,
 - b) seventy percent (70%) of the value of the employee's accumulated income protection credits.
 - v) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.
 - vi) In the event that MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.

vii) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

c)

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

1913 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of one (1) year.

1914 It is understood that the elimination period for the Disability & Rehabilitation Plan is one hundred and nineteen (119) days. An employee may claim income protection benefits for a period of time not to exceed this elimination period providing they have sufficient income protection credits.

1915 An employee, other than a probationary employee, shall be entitled to utilize up to five (5) days income protection credits before they are earned. The Employer will recover from a terminating employee all paid sick leave granted but not earned.

1916 Income protection cannot be claimed for any additional shift that was picked up at overtime rates.

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

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

1918 **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 shall be granted one PWL day in each fiscal year.

The utilization of PWL is subject to the following:

- a) the leave shall be for personal, physical, or mental wellness
- b) shall not be used contiguous with a vacation leave, and
- c) cannot be 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.

ARTICLE 20: BEREAVEMENT AND COMPASSIONATE LEAVE

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

2002 An employee shall be granted up to five (5) working days compassionate leave in the event of the death of a parent, spouse, child, sibling, common-law spouse, child of a common-law spouse, or fiancé(e).
An employee shall be granted up to three (3) working days compassionate leave in the event of the death of another immediate relative, including in-laws, grandparents, grandchildren, aunts, uncles, parents of a common-law spouse.

2003 **Bereavement leave of up to five (5) working days without loss of pay as identified in article 2001 above, shall be granted in the event that:**
a) **an employee experiences a loss of pregnancy ends in miscarriage or stillbirth; or**
b) **another person's experiences a loss of pregnancy ends in miscarriage or stillbirth 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.**

2004 Where travel in excess of two hundred (200) km. (one-way travel) is required, bereavement leave, in accordance with 2002, shall be extended by up to two (2) additional working days when required.

2005 **Provided the employee has not received bereavement leave in accordance with Article 2002 above:**
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 or mourner.**

2006 Compassionate leave for purposes other than death, such as serious personal loss due to fire, flood, or theft, may be granted at the Employer's discretion.

ARTICLE 21: GENERAL HOLIDAYS

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

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

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

2102 An employee scheduled and required to work on any General Holiday shall be paid one and one-half (1 ½ X) times their basic rate for regular daily hours. In addition a full-time employee shall be granted a compensating paid day of rest within thirty (30) days before or after the holiday. If a compensating day is offered to, but by mutual agreement, not taken by an employee, then that employee shall receive an additional day's pay at the basic rate in lieu thereof.

2103 Employees shall be allowed to bank up to five (5) alternative days off (prorated based on FTE), for the employee's future use, at a time mutually agreed to between the employee and the Employer.

2104 The Employer will ensure that all employees receive at least two (2) General Holidays, in addition to Christmas Day or New Year's Day, on the days on which they actually occur.

2105 A General Holiday which occurs while an employee is receiving income protection benefits will be paid as a holiday, and not deducted from accumulated credits.

2106 An employee required by the Employer to work on either Christmas Day or New Years Day shall receive no less than three (3) consecutive days off incorporating the other of those holidays.

2107 **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 1802, banked compensatory leave, leave without pay or a shift exchange in order to fulfill their religious/cultural obligations.
- c) An employee who intends to request time off as per b) above must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

ARTICLE 22: RESPONSIBILITY PAY

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

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

2203 **PRECEPTING STUDENTS:**
Applicable to all employees except those positions where the primary function involves instructing and educating students.
The parties recognize the valuable contribution employees provide in precepting students and therefore, the following shall apply:

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

ARTICLE 23: LEAVE OF ABSENCE

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

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

2303

- a) An employee required to attend a court proceeding, other than a court proceeding occasioned by the employee's private affairs where they are a party to that proceeding, shall receive leave of absence at their regular basic rate of pay, and remit to the Employer any jury or witness fees received, only for those days they were normally scheduled to work. The employee shall not request reimbursement for or be required to remit any reimbursement of expenses for such duty.
An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employees' private affairs, shall receive a leave of absence without pay for the required absence.
- b) All time spent subpoenaed as a witness on a work-related matter shall be considered time worked and overtime rates shall apply as per Article 13.

2304

- a) Subject to operational requirements, the Employer shall attempt to provide thirty-seven and one-half (37 ½) hours of in-service education each year, for each full-time employee during regular working hours. The above is implemented on a pro-rata basis for part-time employees.
- b) The Employer will reimburse the employee for the tuition fee to a limit of \$200 per course to a maximum of \$400 per fiscal year. Proof of successful completion will be required.
- c) If the Employer requires attendance at any meeting, conference, workshop, seminar, course or program, the employee shall be granted necessary paid leave of absence and reimbursed for all reasonable expenses related to thereto.
- d) **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.

- 2305 An employee shall be entitled to necessary time off to attend Citizenship Court to become a Canadian Citizen.
- 2306 Upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay for the term of their office.
- 2307 Seniority and benefits shall continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks duration or less.
- 2308 Employees will pay the Employer's and employee's share of Group Health, Dental, Group Life and D&R when on any period of unpaid LOA.

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

It is understood this does not negate Article 2805.

- 2309 Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.
- 2310 An employee's anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.
- 2311 An employee returning from an LOA shall be entitled to return to their former classification and, where reasonably possible, permitted to return to their former position or case load mix.

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

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

2314 Compassionate Care Leave:
An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

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

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

- e) A family member for the purposes of this Article shall be defined as:
 - i) a spouse or common-law partner of the employee;
 - ii) a child of the employee or a child of the employee's spouse or common-law partner;

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

f) Unless otherwise mutually agreed an employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Any additional available shifts resulting from compassionate care leave being granted shall be subject to forty-eight (48) hours' notice of cancellation.

g) Seniority shall accrue as per Article 1003 a).

h) Subject to the provisions of Article 1902 the employee may apply to utilize income protection credits to cover part or all of the two (2) weeks Employment Insurance waiting period.

i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 2002.

2315 A leave of absence shall not be granted in lieu of or to supplement accrued vacation.

2316 The employee agrees to return all equipment, keys, identification tags, and other items belonging to the Employer upon termination, resignation or anticipated absence including vacation, paid or unpaid LOA.

2317 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 20, Compassionate Care Leave outlined in Article 2314 and Citizenship Ceremony outlined in Article 2305:

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>

ARTICLE 24: PARENTAL LEAVE

2401 **Parenting Leave:**

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

2402 **Maternity Leave:**

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

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

Plan A:

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

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

2402

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

- a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 2402(01) (c), or
- b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 2402(01) (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.

2402

(03)

- a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of their accumulated sick leave against the Employment Insurance waiting period. These ten (10) days shall be pro-rated for part-time employees based on their equivalent to full-time status.
- b) Should the employee not return-to-work following their maternity leave for a period of employment sufficient to allow re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

2402

Plan B:

(04)

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

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

2402

(05)

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

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

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)

2402

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

- a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 2402(04)(c); or
- b) a period of seventeen weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 2402(04)(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.

2402

(07) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:

- a) for the first two (2) weeks an employee shall receive 93% of their weekly rate of pay;
- b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and 93% of their weekly rate of pay;
- c) it is understood that the amount of the payment made by the Employer under a) and b) above shall not, when combined with the EI benefit, and any other earnings received by the employee, exceed 93% of the employee's normal weekly earnings;
- d) all other time as may be provided under 2402(06) shall be on a leave without pay basis.

2402

(08) Plan B does not apply to temporary employees or employees who normally are subject to seasonal lay-off.

2402

(09) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

2402

(10) Sections 52 through 59.1(2) inclusive of the Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

2402 **Parental Leave**
(11) In order to qualify for Parental Leave, an employee must become the parent and/or legal guardian of a child.

2402
(12) An employee who qualifies under 2402(11) must:
a) have completed six (6) continuous months of employment; and
b) Except in the case of Adoption Leave, in accordance with 2402(11) c), submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
c) In the case of Adoption Leave in accordance with 2402(11)(c), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon one (1) days' notice

2402
(13) An employee who qualifies in accordance with 2402(11) and 2402(12) is entitled to Parental Leave without pay for a continuous period of up to sixty-three (63) weeks.

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

2402
(14) Subject to 2402(15), Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.

2402
(15) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return-to-work unless otherwise approved by the Employer.

2403 Non-Birth Parent Leave:
Upon the birth or adoption of a child, a non-birth parent shall be entitled to three (3) consecutive day's paid leave of absence within seven (7) days of the birth or adoption of their child. This provision is available to any non-birth parent.

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

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

The following conditions shall apply:

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

The break in service shall be for no longer 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 external candidates, and previous seniority shall be taken into consideration as an external applicant. After 5 years the employee will then be considered an external candidate with no previous seniority.

ARTICLE 25: ASSOCIATION SECURITY

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

2502 All employees who are Association members in good standing or who may subsequently become Association members in good standing, shall as a condition of employment maintain Association membership during the life of

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

2503

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

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

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

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

2507 Such dues shall be forwarded by the Employer to the Association within thirty (30) days after the end of each month together with a list of all employees from whom the deductions were made and details of all changes from the proceeding month's deduction listing, 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**

2508 The Association shall hold the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.

2509 The Association shall notify the Employer in writing as to the amount(s) of current Association dues, and such dues shall not be changed without one (1) month's prior notice, and not more than twice in any calendar year.

2510 The Association agrees to provide the Employer with a current list of officers and authorized representatives once annually.

2511 The Employer agrees to provide bulletin board space for use by the Association in each department where members of the bargaining unit are employed. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Association agrees to comply with this request.

2512 The Employer shall record on the statement of earnings (T4) of each employee the amount of dues deducted from their pay and remitted to the Association.

2513 A representative of the Association will be granted up to thirty (30) minutes to familiarize a new employee with the Association and this Agreement. A representative of Management may choose to be present during such time.

2514 Association Leave:

- a) Subject to at least two (2) or more weeks written notice of request, and no additional cost to the Employer, leave of absence without loss of salary or benefits shall be granted to association representatives for the purpose of attendance at Association meetings or seminars. It is understood that the Association will reimburse the Employer for salary, benefits and Manitoba Government payroll tax, if applicable.
- b) Subject to four (4) weeks written notice of request, an employee elected or selected to a full-time position with the Association shall be granted an unpaid leave of absence for a period of up to one (1) year. Such leave shall be renewed each year, on request during their term of office, to a maximum of four (4) years.
- c) Applicable to the MAHCP President position only:
Subject to four (4) weeks written notice of request, an employee elected or selected to the MAHCP President position shall be granted an unpaid leave of absence for a period of up to two (2) years.

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

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

ARTICLE 26: GRIEVANCE PROCEDURE

2601 Should a dispute arise between the Employer and an employee or the Association concerning the interpretation, application or alleged violation of this Agreement:

2602 The employee and their supervisor shall first attempt to resolve the dispute by means of discussion.

2603 Within fourteen (14) days after the incident giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the Department Head or **their** designate.

2604 Within seven (7) days after the grievance has been filed, the Department Head or **their** designate shall investigate the matter and reply.

2605 Within twenty-eight (28) days after the incident became apparent, the unresolved grievance shall be submitted to the Executive Director or designate.

2606 Within seven (7) days after receiving the grievance, the Executive Director or designate shall investigate the matter, conducting a hearing upon request, and reply.

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

2607 If the grievance is not resolved within thirty-five (35) days after the incident became apparent, it may be submitted for binding arbitration under Article 27 within the next ensuing fourteen (14) days.

2608 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.

2609 An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably have become aware of it under actual or reasonable circumstances.

2610 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Association and the Employer.

2611 Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.

2612 An employee may elect to be accompanied or represented by an Association representative at any stage of the Grievance/Arbitration Procedures, or in any matter relating to this Collective Agreement.

2613 Every effort will be exerted by the Employer and the Association to resolve grievances expeditiously. The parties shall consider all grievances on their individual merits.

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

2615 Civil Liability Indemnification:

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

ARTICLE 27: ARBITRATION PROCEDURE

2701 If mutual agreement is not reached by both parties to choose a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration the Employer and the Association shall nominate their respective appointees to a three (3) person Arbitration Board.

2702 Within fourteen (14) days, the appointees shall agree to a third member to act as Chairperson of the Arbitration Board.

2703 If either party fails to nominate their appointee, or if they fail to agree to a chairperson, the Minister of Labour shall be requested to make such appointment.

2704 The finding of the sole arbitrator, a majority of arbitrators, or the chairperson in the absence of a majority, shall be conclusive and binding upon all parties affected, but no such finding or award shall be inconsistent with the terms of this Agreement. If necessary, the arbitrator(s) may be requested to clarify the terms of such award.

2705 Each party shall be responsible for the costs of its nominee, and the costs of the sole arbitrator or chairperson shall be shared equally by the Employer and the Association.

ARTICLE 28: SAFETY HEALTH AND WELFARE

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

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

\$1,250 for Full-time Employees
\$1,000 for Part-time Employees

2802 Dental Plan
The parties agree that the HEBP Dental Plan shall continue to remain in effect on a 50/50 cost shared basis for the life of this Agreement.

2803 Medicare Premiums

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

2804 Disability & Rehabilitation Plan

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

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

b) Where an employee has been away from work due to illness for four consecutive weeks the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Association are willing to assist the employee with completion of the documentation/ application should the employee request.

c) Subject to compliance with paragraph 2805 b), in the event;

- i. an employee does not have sufficient accrued income protection to cover the 119 calendar day elimination period, or
- ii. the employee's D&R application has not been approved by the end of the elimination period.

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

period and the date of final disposition of the employee's D&R application.

2805 Pension Plan:

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

2806 Safety and Health Provisions

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

2807 **The 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.

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

2809 Where an employee cannot arrive as scheduled at the Worksite due to whiteout/blizzard conditions as declared by Environment Canada or due to road closures as declared by police agencies or Manitoba Infrastructure and Transportation, the employee may work remotely, utilize the time for

professional development, or may take the time from banked time which includes banked overtime, General Holidays or vacation.

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

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

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

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

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

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

2813 **Rehabilitation and Return-to-Work Program:**

The Employer agrees to actively participate and facilitate the rehabilitation and return-to-work of ill, injured or disabled employees even when they are not covered under the D&R, WCB or MPI programs. For clarity, where an employee is waiting for a decision from D&R, WCB, or MPI and has been medically cleared to return-to-work, the Employer will pay for all return-to-work hours. It is understood that the employee will reimburse the Employer once their claim is accepted. Any such employee will be supernumerary in nature when reasonably possible. The Association shall be notified by the Employer if there is a request for a Rehabilitation and Return-to-Work Program for an employee. The Employer shall include the Association in the initial meeting with the employee to review the provisions of the program to

ensure that the work designated is within their restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Association and the employee and may proceed without the Association's involvement subject to the Association's concurrence. Where appropriate, by agreement between the Employer and the Association, job postings may be waived.

2814 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.

2815 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.

2816 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.

2817 The Employer will ensure there is safe and secure parking in lots considered to be part of the Employer's premises.

2818 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.

2819 **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.

2820 **Whistle Blowing Protection - Employees who exercise their rights in accordance with the Public Interest Disclosure Act shall not be subject to discipline or reprisal.**

ARTICLE 29: PRE RETIREMENT LEAVE

2901 **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.

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

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

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

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

2905 **Where an employee is entitled to pre-retirement leave in accordance with this Article, and the employee dies prior to receiving this benefit, the benefit shall be paid to their estate.**

2906 Buyback of Pension:

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

ARTICLE 30: DISCIPLINE AND DISCHARGE

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

3002 **In all instances where the Employer 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.

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

3004 Employees shall be shown any adverse report concerning their performance or conduct, and their comments or reply shall also be recorded in their personnel file. Upon request, they shall be given copies of such documents.

If they regard the report to be inaccurate, they may also initiate a grievance requesting its correction or removal from their file.

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

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

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

3008

- 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.**

3009 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.

3010 **Failure to become professionally licensed/registered or to maintain professional licensing/registration may result in the employee being dismissed.**

ARTICLE 31: JOB SECURITY

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

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

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

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

3104 An employee whose position is being deleted in accordance with Article 3103, or who is being laid off in accordance with Article 3102 will be entitled to exercise seniority rights, subject to their being qualified, competent and willing to perform the required work, to displace a less senior employee in an equal or lower occupational classification. Any employee thus displaced shall be entitled to a like exercise of seniority rights, with the employee or employees who are finally displaced by the exercise of this subsection being considered laid off, and subject to recall as outlined below.

3105 An employee who is demoted due to a reason other than unsatisfactory performance shall continue to be paid their current basic salary until the rate for the classification to which they were demoted exceeds their current rate. The application of this provision as it relates to the layoff/recall procedure shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches their level of salary, whichever occurs first.

3106 An employee who exercises their seniority rights shall be entitled to a six (6) week or two hundred and forty (240) hours (whichever is greater) familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, they shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.

3107 To qualify for recall, it shall be the responsibility of the employee to keep the Employer informed in writing of their current address and phone number.

3108 Employees on layoff are to be recalled in order of seniority to available positions in equal or lower paid occupational classifications, subject to their being qualified and competent to perform the required work. Such right to recall shall be exercised before a new employee is hired or any other less senior employee is hired into such position.

3109 Such recall shall be made by registered mail and shall provide for two (2) weeks' notice to report back to work. The employee is required to contact the Employer within one (1) week of such notice, confirming their intention to return-to-work as scheduled. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated.

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

3111 **Technological Change:**
Shall mean the introduction by the Employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously used by them in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

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

- a) The Employer shall notify the Association at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- c) If the Association and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

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

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

3114

- a) If the Employer sub-contracts work or introduces technological change which results in the displacement of a number of employees, the Employer shall guarantee alternate employment to all employees with three (3) or more years of continuous service with the Employer. Where the alternative employment is of a lower paying classification, the employee shall continue to receive the salary of the higher paid classification until the salary of the lower paid classification passes that of the higher classification. The application of this provision shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches their level of salary whichever occurs first.
- b) Any employee with less than three (3) years of employment to whom the Employer cannot offer alternative employment shall receive severance pay on the basis of one (1) week per year of service.

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

3116 Notwithstanding Article 604, employees laid off, or who have had their work reduced in accordance with Article 3101, and who have made their

availability for additional available shifts known to the Employer in writing, shall be given preference for such shifts, over part-time and casual employees, up to their FTE 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 FTE than their last previous position, or for the duration of 6.03 (d), whichever occurs first.

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

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

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

Additional available hours	Entitlement of a
<u>Worked by the laid off employee</u>	<input checked="" type="checkbox"/> full-time employee
Full-time hours	

- c) In the event that the layoff is longer than twenty-six weeks, seniority will be calculated in accordance with regular hours worked;
- d) The Employee shall be paid five (5%) percent of the basic rate of pay in lieu of time off on General Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque;
- e) Participation in benefit plans is subject to the provisions of each plan;
- f) Any period of time during a layoff when the employee works additional available shifts or works in a term position shall not extend the five (5) year period referenced in Article 10. However, an employee on layoff who is recalled into a term position shall retain their right to be recalled into a permanent position while working in the term position.

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

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

3119 **The Employer shall provide an annual report of FTE distribution across CTS programs/sites, including vacancies. Any program, service, or contractual changes altering the FTE distribution will be sent to MAHCP for review and discussion at the respective Joint Labour Management committee meeting.**

ARTICLE 32: NON-DISCRIMINATION

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

3202 **The Employer and the Association agree that no form of 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.

3203 No form of employee abuse will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them as soon as possible. Any employee who believes a situation may become or has become abusive shall report this to the immediate supervisor. The Employer shall notify the Association as soon as possible after receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction for the parties. Situations involving abuse shall be treated in a confidential manner by the Employer, the Association and the employee(s).

3204 **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 Joint Labour /Management Committee (JLM). Where an JLM does not currently exist at a program/site, the Association can request a meeting with the Employer to review the information.**

3205 **The Employer will implement educational opportunities for all employees to promote awareness of cultural diversity, improving cultural competencies and supporting culturally appropriate healthcare service delivery. This will include anti-racism and cultural awareness education. The Association will encourage participation in such efforts amongst its members.**

3206 **The Employer and the Association agree that no form of racism shall be tolerated in the workplace. It is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Racist behaviour exhibited by an employee will be subject to disciplinary action, up to and including dismissal.**

ARTICLE 33: PERFORMANCE APPRAISALS

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

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

- d) the employee shall be given a copy of the performance appraisal.

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

ARTICLE 34: NOTICE OF TERMINATION

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

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

- a) by mutual agreement between the Employer and the employee;
- b) during the employee's probationary period;
- c) where an employee is discharged for just cause.

3403 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.

3404 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 position shall accrue vacation entitlement as though their employment had been continuous.

ARTICLE 35: COMMITTEES

3501 **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 day 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.

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

3503

- a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the Association to attend meetings of the Employee/ Management Advisory Committee and any other joint committee which is created by the mutual agreement of the Association and the Employer, and to which the Association is required to appoint representatives.
- b) Basic pay or equivalent time off, with a minimum of the one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the Association to attend meetings of the Workplace Health & Safety Committee or to perform such other duties as may be specified in the Workplace Safety & Health Act or as prescribed by regulation.

In accordance with the Workplace Safety & Health Act, a member of the Workplace Health and Safety Committee is entitled to take time off from their regular work duties in order to carry out their duties as a committee member under this Act and the regulations. The member shall be paid by the Employer at their regular or premium pay as applicable, for all time spent carrying out their duties as assigned by the committee or Employer as a committee member.

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

Staff recruitment and retention,

Training, retraining and continuing education,

Program Management,

Efficiency of equipment utilization,

Program delivery and new program implementation,

Ongoing communications,

Professional practice issues,

Job enrichment,

Orientation,

Workplace security,

Unresolved issues relating to workload, staffing or shift schedule.

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

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

ARTICLE 36: JOB-SHARING

3601 When a position is posted, two (2) employees may apply to share that position. The decision to allow two (2) employees to split a position rests solely with the Employer who will consider the needs of the area.

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

"This position is currently being filled by two (2) employees working part-time. The remaining employee wishes to continue working their portion of the position and they will be allowed to do so if another employee is willing to work the other portion of the position. If you wish to apply for the vacant portion of this position, please apply in the normal manner stating same."
- d) Providing there is another employee willing to share the position, the remaining employee will be maintained in the shared position.
- e) If the Employer's decision is to no longer allow this position to remain as a job-sharing position, or if no employee is willing to share the position with the remaining employee, the posted position will be offered to the remaining employee.
- f) If the remaining employee refuses to accept the position, the position may be offered to the most suitable applicant.

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

ARTICLE 37: TERM OF AGREEMENT

3701 This agreement and all its provisions shall be effective April 1, 2024 except as otherwise provided.

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

3702 This Agreement shall be in full force and effect until March 31, 2028, and thereafter until a revised collective agreement is executed or this Agreement is terminated by two (2) weeks written notice by either party.

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

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

3705 If notice is not given under Article 3704, within thirty (30) days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one (1) year.

3706 **The Employer will endeavour** to pay out any retroactive general wage increases, and market adjustments established pre-ratification, including any signing bonus, 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) 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.

MEMORANDUM OF UNDERSTANDING #1

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: EMPLOYMENT SECURITY

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

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

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

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

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

1. It will be incumbent upon the Employer to notify the Association, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of employees covered by the provisions of this Collective Agreement.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Association, no later than twenty (20) days after the above.
3. The Employer and the Association agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.

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

MEMORANDUM OF UNDERSTANDING #2

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

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

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

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

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

NOW THEREFORE the parties agree as follows:

1. This memorandum is attached to and forms part of the collective agreement.
2. The parties agree to work towards a systemic labour adjustment plan utilizing a provincial attrition model where reasonable, and utilizing any other programs as agreed to by the parties.
3. In the event that this memorandum of understanding conflicts with the terms of any existing collective agreement between the parties, the terms of this memorandum shall prevail over the terms of the collective agreement (unless otherwise specified).
4.
 - a) In the event of a transfer/closure/consolidation/merger of one or more of the **facilities**/sites, the Employer(s) will notify the Association, where possible at least ninety (90) days prior to the implementation date*

*Lesser notice may be given only in exceptional circumstances.

- b) The Employer(s) and Association shall meet within thirty (30) days of notice provided for in 4 a) to discuss issues arising out of the transfer of employees.
- c) The Employer(s) shall prepare and provide the following data relative to the transfer/closure/consolidation/merger to the Association:
 - positions affected at the sending facility/site
 - number of vacancies and new positions created at the receiving facility/site
 - up-to-date seniority lists and number of affected employees
 - pertinent classification information
 - relevant time frames

5. Staff Mobility - Program Transfers

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

Qualified employees affected will be given the opportunity to move with the program. Where excess numbers of staff wish to move, staff will be selected in descending order of seniority. Where an insufficient number of staff by classification volunteer to move, the remaining vacancies shall be filled by utilizing the job posting/recall procedures in the applicable collective agreement(s). Where an employee is not able or elects not to move, the provisions of **Article 31** (Job Security) will apply.

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

- II. It is agreed that should it be necessary to transfer employees from one facility/site to another in accordance with the provisions of 5(i), the Employer shall endeavour to the greatest degree possible, to transfer such employee into a position which is within .2 of the FTE of the position occupied by the employee at the sending facility/site.
- III. Employees who are transferred in accordance with this memorandum shall retain seniority, service, and all other benefits as specified hereinafter, and will be treated in all respects as if they had always been employees of the receiving **facility**/site/Employer.
 - a) continuous service date
 - b) accumulated income protection benefits;

- c) length of employment applicable to rate at which vacation is earned;
- d) length of employment applicable to pre-retirement leave;
- e) length of employment applicable for qualification for the **Rule** of 80 (as per the terms and conditions of the applicable pension plan) pension provisions;
- f) length of employment applicable to next increment date;
- g) the terms and conditions of the benefit plan(s) for the new Employer apply; however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and condition;
- h) seniority credits;
- i) transfer of current vacation hours unless the employee elects to have their current vacation hours paid out by the previous Employer at the time of the transfer;
- j) placement at either the employees hourly rate of pay from the sending **facility**/site, or in accordance with previous experience as per Article 905, whichever is greater. If the transfer results in a promotion, Article 1101 shall apply.
- k) where an employee transfers prior to the completion of maternity leave return of service requirements, the employee shall be allowed to complete the return of service requirements at the receiving facility/site(s).

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

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

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

MEMORANDUM OF UNDERSTANDING #3

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: GRIEVANCE INVESTIGATION PROCESS (GIP)

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

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

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

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

Part 1 – GENERAL

1. It is understood that this process and the appointment of the Grievance Investigator is to continue concurrent with the collective agreement and be subject to the Term of the Agreement.
2. The Grievance Investigator shall be an individual jointly approved by the MAHCP and the Executive Director of CTS. The terms of appointment of the Grievance Investigator shall be set out in a separate document between the MAHCP, CTS and the Grievance Investigator.
3. It is recognized that Grievance Investigation is a voluntary process and either party may request that any grievance be submitted to Grievance Investigation; however, both parties must agree on each case to be so submitted. Where such

mutual agreement cannot be reached, then the provisions of the collective agreement regarding Arbitration shall apply.

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

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

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

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

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

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

5. The Grievance Investigator is expected to give a verbal opinion at the conclusion of a hearing, and to submit a brief written opinion to each of the parties within seven (7) calendar days following a hearing. Where no hearing is held, it is expected that the Grievance Investigator will provide their written opinion within seven (7) calendar days following completion of their investigation.

6. It is understood that the opinion of the Grievance Investigator is advisory in nature and is non-binding on either party.

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

Where either or both parties choose not to accept the opinion of the Grievance Investigator, they shall, within seven (7) calendar days following receipt of the Investigator's written opinion, submit it in writing to both the Investigator and the other party, their reasons for non-acceptance. Such reasons shall not be admissible at any future arbitration hearing or Grievance Investigation proceeding. Where one or both of the parties does not accept the opinion of the Investigator then the option shall remain to utilize the Arbitration procedure contained in the collective agreement.

7. The parties shall jointly prepare guidelines to assist the Grievance Investigator in meeting the expectations of the parties. These guidelines may be amended from time to time during the collective agreement as circumstances warrant and as mutually agreed.
8. Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during or after its referral to the Grievance Investigation Process.

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

Part 2 - SUBMISSION OF GRIEVANCE

1. In all cases the grievance procedure contained in the collective agreement will continue to apply, however, where the grievance procedure has been exhausted and a party has certain time limits to refer the matter to arbitration, that party might instead within this time limit, advise the other party in writing of its desire to refer the matter to the Grievance Investigation Process. Where such a request is made, the time limits referenced in the grievance procedure shall be temporarily suspended until:
 - a) the other party advises the party who has made such a request that it does not agree to refer the matter to the Grievance Investigation Process, or
 - b) fourteen (14) calendar days have elapsed from the date the request was made and the other party has failed to respond, or
 - c) fourteen (14) calendar days have elapsed from the date upon which the Grievance Investigator issued their written opinion.

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

Part 3 - HEARINGS

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

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

Part 4 - GUIDELINES FOR GRIEVANCE INVESTIGATOR

1. The Grievance Investigator shall be expected to accept the role for the life of the collective agreement.
2. While appointed the Grievance Investigator may not act on behalf of one of the parties either as counsel or nominee at conventional arbitration. They may serve as sole arbitrator or chairman of an arbitration board hearing a dispute involving one or both of the parties except in the case of a dispute which has previously been referred to them in their capacity as Grievance Investigator.

3. While it is not expected to be as detailed as an arbitrator's award, the parties do expect the written opinion to be a concise statement of the reasoning followed in reaching their conclusions. A detailed review of the positions of the parties or arbitral jurisprudence is not expected nor is any recounting of non germane fact or argument. The opinion should contain sufficient information to assist the parties in preventing similar future disputes.
4. The parties shall each pay for their own costs associated with referring and processing a grievance through the Grievance Investigation Process except that the parties shall jointly and equally share the fees and expenses of the Grievance Investigator.
5. The Grievance Investigator is empowered to consider any grievable matter put to him them by the parties including a question of whether or not an issue is grievable.
6. The opinion of the Grievance Investigator is expected to be an informed estimate of the likelihood of the grievance being sustained or denied in the event of its being referred to arbitration.
7. The Grievance Investigator will be provided with any documentation which might provide assistance to them carrying out their role.

MEMORANDUM OF UNDERSTANDING #4

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: EDUCATIONAL DEFERRED SALARY LEAVE PLAN

(Hereinafter referred to as EDSLP)

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

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

Terms of Reference of the EDSLP

Eligibility:

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

The Plan:

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

Contribution/Enrolment Form:

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

Leave of Absence

- a) It is agreed between the Employer and the Association that, for the purpose of the EDSLP, the provisions of the collective agreement regarding application for leaves of absence shall make application for the LOA at least two (2) months prior to the first day of the participant's requested LOA.
- b) Requests for LOA under the EDSLP shall include a description of the course of studies to be pursued, the duration of the program, and the name of the institution offering the program.
- c) Each request for a LOA under the EDSLP will be reviewed on an individual basis and shall not be unreasonably denied.
- d) In the event that more than one participant applies for a LOA under the EDSLP for part of or all of the same period of time and where only one participant's requested leave can be granted, seniority as defined in the collective agreement shall be the governing factor in determining which participant's LOA shall be granted.

- e) A participant having received approval for a LOA and who voluntarily transfers or is promoted to another position, may have the leave honoured depending on the operational requirements of the new work area.
- f) In the event that the participant's educational leave results in their being qualified to work in another classification covered by the collective agreement, it is understood that the participant will be placed in such classification only after being the successful applicant for a posted vacant position within that classification.

MEMORANDUM OF UNDERSTANDING #5

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: PORTABILITY – COMMUNITY THERAPY SERVICES (CTS) ONLY

Applicable to transfers between:

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

AND

Community Therapy Services:

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

MEMORANDUM OF UNDERSTANDING #6

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: INCREASE OF FTE

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

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

- a) Requests to permanently increase FTE's shall be made in writing by part-time employees at a date determined by the Employer. The employees shall indicate the maximum FTE to which they wish to increase.
- b) An employee may increase their FTE up to a 1.0 FTE.
- c) In considering requests, the Employer in consultation with the Association shall consider such factors as current FTEs, shift assignments, shift schedules, the department/ program(s) needs and the requirements of Article 12. If the requests by employees within a department/program exceed the availability within that department/program as determined by the Employer, the Employer shall offer in order of seniority. The final determination shall be made no later than sixty (60) days after receipt of all written requests as outlined in (a).
- d) A part-time employee shall not be permitted to increase their FTE while other employees are on layoff from that department/program unless such laid off employees have been recalled or have declined recall.
- e) Where any request to change FTE has been approved, the Employer shall issue a letter to the employee confirming the employee's new FTE in accordance with this collective agreement along with an effective date.
- f) Copies of all requests and responses to requests to adjust FTE shall be provided to the Association.

- g) Any changes to shift patterns as a result of changing FTE's shall be done in accordance with the provisions of Article 12 and any pre-approved vacation will be honoured in the new schedule unless otherwise mutually agreed between the Employer and the employee.
- h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Understanding including, without limitation, the right to post vacant positions.

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

MEMORANDUM OF UNDERSTANDING #7

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: OVERPAYMENTS AND UNDER DEDUCTIONS

Overpayments:

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

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

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

- b) The proposed recovery is made in as fair and reasonable a manner as possible; and,
- c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the employee.

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING #8

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: APPENDIX “A” - CLASSIFICATIONS

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

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

MEMORANDUM OF UNDERSTANDING #9

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: INCLEMENT WEATHER OR VEHICLE BREAKDOWN

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

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

MEMORANDUM OF UNDERSTANDING #10

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: OUT OF POCKET EXPENSES

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

- Telephone calls/faxes
- Postage
- Office Supplies

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

MEMORANDUM OF UNDERSTANDING #11

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: WORKLOAD REVIEW PROCESS

- a) An employee with a workload concern shall discuss the issue with their immediate out-of-scope manager, or designate, who will take reasonable steps to address the concern without undue delay.
- b) If the concern is not resolved in the initial discussion, the employee may complete and submit an MAHCP Workload Assessment Form describing the outstanding concern(s). A copy of the Workload Assessment Form completed by the employee shall be forwarded by the Association to the Human Resources Consultant, or other designate as determined by the Employer who is outside the bargaining unit.
- c) The immediate out-of-scope manager, or designate, shall review and assess the concern raised within a reasonable timeframe and respond to the employee, and provide a copy to the Association, in writing upon conclusion of the review and assessment outlining any action(s) taken and if any further actions will be implemented. A reasonable timeframe will depend on the complexity of the concern and the workplace context; however, the Employer shall advise the employee and the Association if a response cannot be provided within fourteen (14) calendar days.
- d) A copy of the Workload Assessment Form will be sent to the Joint Labour Management Committee for discussion.
- e) If the concern is not resolved after completion of the process outlined above, the employee may utilize the grievance procedure.

MEMORANDUM OF UNDERSTANDING #12

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: WORKING ALONE

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

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

MEMORANDUM OF UNDERSTANDING #13

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: REDUCTION OF FTE

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

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

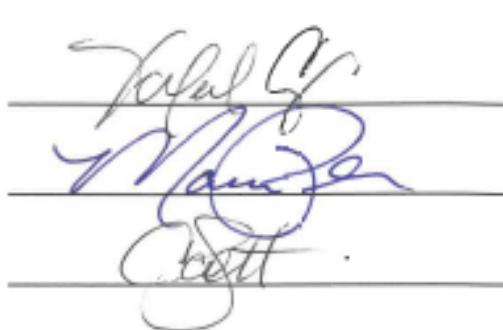
The Employer shall where reasonably practicable make the necessary adjustments to accommodate the request of the employee, subject to operational requirements. Such requests shall be considered in order of seniority amongst eligible employees.

MASTER SIGNATURE PAGE

This document shall serve as the master signature page for the articles and memorandum of understandings included in this collective agreement.

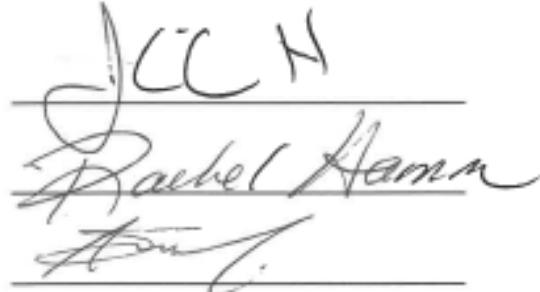
Final Agreed to – May 23, 2025

Signed this 23 day of May, 2025



Handwritten signature of Maryann Scott in blue ink, consisting of stylized initials and the name "Maryann Scott".

FOR THE EMPLOYER



Handwritten signature of Rachel Hanna in blue ink, consisting of initials "JCH" and the name "Rachel Hanna".

FOR THE ASSOCIATION

SCHEDULE "A"

WAGE SCALE

GWI

April 1, 2024 2.5%

April 1, 2025 2.75%

April 1, 2026 3%

April 1, 2027 3%

Market Adjustment(s)

April 1, 2024 – 2.5% (MAWS)

April 1, 2024 – 1% (Central table)

April 1, 2025 – after the GWI is applied; \$3/hr. added to the second to last wage step scale and the equivalent percentage added to all other steps.

Long Service Step

1

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

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

2

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

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

SCHEDULE "B"

ACADEMIC ALLOWANCES

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

- Advanced certification in the appropriate field: **\$125.00** per month [prorated on an hourly basis]
- Bachelor of Science degree, **Bachelor of Arts degree**: **\$125.00** per month [prorated on an hourly basis]
- Masters degree: **\$175.00** per month [prorated on an hourly basis]
- Doctoral degree: **\$325.00** per month [prorated on an hourly basis]

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

SCHEDULE "C"

UNITS OF ORGANIZATION

Occupational Therapy (OT):

Staff Occupational Therapist

Senior Occupational Therapist – Seating and Pressure Management

Senior Occupational Therapist – Support and Consultation for Independent Living (SCIL) Program Coordinator

Physiotherapy (PT):

Staff Physiotherapist

Senior Physiotherapist

Senior Physiotherapist – First Nations Physiotherapy Program Coordinator

Either Discipline (OT or PT):

Senior Therapist – Home Care Intake/Therapy Only

APPENDIX "1"

Province of Manitoba – REMOTENESS ALLOWANCE

ELIGIBILITY CLAIM FORM

PART A

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

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

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

Single _____ Married _____ Other _____
(Give Marital Information)

AND THAT My family home and residence is at

(City, Town or Village)

PART B

Marital Information:

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

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

PART C

Other Dependents:

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

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

- Unmarried but physically disabled or mentally disturbed.

PART D

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

STATUTORY DECLARATION:

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

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

A Commissioner for Oaths in and for the Province of Manitoba

My Commission expires

Signed _____
(Applicant)

APPENDIX “A”

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

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

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

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

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

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

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

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

APPENDIX “B”

ABBREVIATIONS

BSc – Bachelor of Science

COTM – College of Occupational Therapists of Manitoba

CPM – College of Physiotherapists of Manitoba

MSc – Master of Science

PhD – Doctorate

NOTES