



MEMORANDUM OF SETTLEMENT
between
the Canadian Union of Public Employees (CUPE)
and
the Employers represented by
the Provincial Health Labour Relations Services (PHLRS)
Errors and omissions excepted
AUGUST 29, 2022

ARTICLE

PREAMBLE

WHEREAS it is the desire of both parties to this agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiation in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this agreement, realizing that the first consideration is the welfare of the patients/residents/~~clients/trainees of the facility,~~

AND WHEREAS it is the desire of both parties that these matters be drawn up in an agreement,

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

Replace with:

THEREFORE, by signing this agreement, all parties agree to abide by all terms contained within this agreement as follows:

ARTICLE 1: SCOPE OF RECOGNITION

101 The Employers **within the Employer Organization** recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit **defined in the (Interim) Certificate HSBURA-00XX as certified by the Manitoba Labour Board under certificate MLB-5921**, or as may be granted voluntary recognition by the Employer and identified in Schedule "A".

Southern Health Region Employers Organization:
Interim Certificate HSBURA-0025 (Facility Support)
Interim Certificate HSBURA-0019 (Community Support)

Northern Health Region Employers Organization:
Interim Certificate HSBURA-0024 (Facility Support)
Interim Certificate HSBURA-0018 (Community Support)

Shared Health Employers Organization:
Interim Certificate HSBURA-0026 (Facility Support)
Interim Certificate HSBURA-0020 (Community Support)

Winnipeg-Churchill Health Region Employers Organization:
Interim Certificate HSBURA-0027 (Facility Support)
Interim Certificate HSBURA-0021 (Community Support)

102	<u>Work of the Bargaining Unit</u>
	(a) Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both Parties or in the case of training or emergency.
	(b) <u>Role of Volunteers</u>
	The Employer and the Union agree that volunteers have a role within the sites to perform functions which enhance and complement efforts of staff toward patient care services and visitor/family support. Volunteers shall not be utilized in such a way as to cause any reduction of hours of any bargaining unit position, deletion of any bargaining unit position, or reduction in the current staff complement. If and when new programs and services are established or existing departments/ units experience increases in workloads, volunteers will not be utilized to perform any duties or functions which are inconsistent with the principle noted above. If any disputes arise regarding the appropriateness of volunteer functions, the issue will be raised at the appropriate labour/ management committee meetings, and the parties agree to act fairly and reasonably in resolving any such concerns.
<i>Move 103, 104, 105 to Article 7: Definitions</i>	
103	The term “Employer” and/or “Facility” shall mean the Winnipeg Regional Health Authority – Health Sciences Centre Site _____ (Employer to provide official name).
104	The term “Union” shall mean the Canadian Union of Public Employees, Local 1550 (CUPE).
105	The term “site” shall mean the facility/program in which the position occupied is located within the applicable Regional Health Authority as set out in the Facility and Site summary.
ARTICLE 2: DURATION AND DATE OF RATIFICATION	
201	(a) This Agreement shall be in full force and effect from the first (1 st) day of April 2017 until XXXX XX, 20XX , and supersedes the Collective Agreement between the parties which was in effect on April 1, 2012.
	(b) The ratification date of the current Collective Agreement occurred on XXXX XX, 20XX.
	(c) Should the parties fail to conclude a new contract prior to the expiry date of this agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer(s) institutes a lockout whichever occurs first.
	(c) The Union agrees to give the Employer at least one (1) week’s (7 days) written notice as to the intended time and date of strike action.
	(d) The Employer agrees to give the Union at least one (1) week’s (7 days) written notice as to the intended time and date of lockout.
202	Should either party desire to propose changes to this Agreement, they shall give notice in writing, including proposed amendments, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
203	This Agreement may be amended during its term by mutual agreement.
204	It is agreed that neither the Union nor the Employer(s) shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the bargaining unit shall strike during the term of this Agreement.
<i>Propose renumbering and maintaining status quo language</i>	
205	Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

ARTICLE 3: MANAGEMENT RIGHTS

301 The Union recognizes the sole right of the Employer, unless otherwise provided in this agreement, to exercise its function of management, under which it shall have, without limiting the generality of the foregoing:

- the right to maintain efficiency and quality patient, **client, resident** care;
- the right to direct the work of its employees;
- the right to hire, classify, assign to positions and promote;
- the right to determine job content and number of employees at any site;
- the right to demote, discipline, suspend, layoff, and discharge for just cause;
- the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this agreement.

In administering the Collective Agreement, the Employer agrees to act fairly, in good faith and in a manner consistent with the terms of the Collective Agreement.

302 Subcontracting

It shall not be considered as subcontracting should the Employer:

- (a) merge or amalgamate with another health care facility or health care related facility, or
- (b) transfer or combine any of its operations or functions with another health care facility or health care related facility, or
- (c) take over any of the operations or functions of another health care facility **or health care related facility** ~~covered by the Memorandum of April 1, 1993.~~

303 In accordance with Article 302, an employee will be given **ninety** (90) days' notice. Where the Employer is unable to provide alternate employment **in another position with the Employer** for which the employee possesses qualifications and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating site, the employee shall have the option of invoking the layoff provisions in accordance with Article 23 or accepting severance pay. Severance pay shall be on the basis of two (2) weeks' pay at the regular basic rate, for the position last occupied for each year of employment with the Employer.

304 If the Employer intends to subcontract work which results in the displacement of employees, the Employer will notify the Union at least ninety (90) days in advance of such changes and will make every reasonable effort to find suitable alternative employment with the **facility Employer** for those employees so displaced and will guarantee to offer alternative employment with the **site Employer** to those employees who have thirty-six (36) months or more continuous service with the Employer.

Any employee with more than thirty-six (36) months service accepting a position in a lower paid classification will continue at the salary of **her** ~~their~~ present classification and ~~will receive an increase only when the rate in her new scale, corresponding to her years of service, provides for an increase over her current rate.~~ **In any event, this red circling provision shall be limited to no more than thirty-six (36) months from the date of commencement in the lower paid position.**

An employee with less than thirty-six (36) months service to whom the Employer cannot offer alternative employment will receive severance pay on the basis of two (2) weeks' pay for each completed year of service.

305 No Other Agreements

No employee shall be required to make a written or verbal agreement with the employer which may conflict with the terms of this agreement, in accordance with Section 72 (1) of *The Labour Relations Act of Manitoba*.

306	<u>Hospital Disaster and Fire Plans Emergency, Disaster and Fire Plans</u>
	<p>(a) In any emergency or disaster that adversely affects the adequate delivery of patient care, declared by the Senior Administrative Officer or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement.</p> <p>Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 19 shall apply to overtime hours worked.</p> <p>(b) If the Union has reason to question the definition of the declared emergency, they may, not before thirty (30) days nor after sixty (60) days following the declaration, bring forth their concerns and management agrees to discuss the circumstances with a view to determine a precedent for the future.</p> <p>(c) Where overtime is worked by reason of a disaster plan exercise or fire drill and such overtime will be reimbursed by a third party, overtime will be paid in accordance with Article 19 and not placed in the overtime bank.</p> <p>The importance of disaster plan exercise and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged. The Employer agrees not to use this Article in a manner that is inconsistent with Section 13 (1) of <i>The Labour Relations Act of Manitoba.</i></p>
<i>Delete</i>	307 Compensation for unusual working conditions related to such emergency will be determined by later negotiation and/or means of the grievance procedure, if necessary.
3XX	<u>Whistle Blowing Protection</u>
	Employees who exercise their rights in accordance with <i>The Public Interest Disclosure Act</i> of Manitoba shall not be subject to discipline or reprisal.
ARTICLE 4: UNION DUES – SECURITY	
401	Employees of the Employer who are members of the Union as of date of signing, shall remain members in good standing.
402	New employees shall, as a condition of employment, become and remain members in good standing in the Union within thirty days of employment
403	The Union agrees that any disciplinary action taken by the Union against any of its members shall not affect in any way the status of that employee with the Employer.
404	The Employer agrees to deduct the amount of bi-weekly or monthly dues as determined by the Union, and provided to the Employer in writing , from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall normally be limited to one (1) per calendar year.
405	The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made, the total regular wages for the pay period (if feasible and the report is available at no additional cost to the Employer), and the amount of such deductions.

	<p>The Employer will provide the Union on a monthly basis a separate list of the names of employees newly hired, terminated or on a leave of absence for a period of four (4) weeks or longer (if feasible and provided that the report is available at no additional cost to the Employer), for the previous month.</p> <p>The Union commits to have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of this information in accordance with F.I.P.P.A.</p>
406	The Union shall notify the Employer in writing of any changes in the amount of dues or of any general assessment at least one month in advance of the end of the pay period in which the deductions are to be made.
407	In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues and general assessments so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
408	The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.
409	When an employee makes it known to the Employer or the Union they are a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from being members of or financially supporting any union or professional association, the matter shall be dealt with in accordance with section 76(3) of <i>The Labour Relations Act</i> of Manitoba.
ARTICLE 5: UNION REPRESENTATION	
501	The Union agrees to exchange with the Employer a current list of officers and authorized representatives.
502	<p>(a) The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.</p> <p>(b) Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and/or to attend meetings. to assist in the settlement of a grievance.</p>
503	When meeting with the Employer to conduct central negotiations, the maximum number of employees from all eight (8) bargaining units who will be entitled to leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be not more than fourteen (14) employees. There shall not be any more than four (4) employees from any one (1) bargaining unit and of that four (4), there shall not be more than two (2) employees from any one (1) Employer, with the exception of the Winnipeg-Churchill Regional Health Authority where there shall not be more than four (4) employees from any one (1) Employer. The Union shall provide the Employer with four (4) weeks or more written notice of those chosen to participate in central negotiations.
504	<p>(a) The Union recognizes that Union representatives are first and foremost employees of the Employer and as such have jobs to perform on behalf of the Employer and that the first consideration is the welfare of the patients/residents/clients.</p> <p>The Employer recognizes that Union representatives have duties and responsibilities towards and on behalf of the Union.</p> <p>Local Union representatives shall be expected to conduct Union business before or after working hours, or during rest or meal breaks.</p> <p>In urgent situations the Union representative may be entitled to leave their work during working hours in order to carry out their functions under the collective agreement providing that they have first obtained approval from the Manager or designate for the time required.</p> <p>(b) Union representatives shall be granted necessary time off with pay for the purposes of meeting with the Employer for Employer initiated meetings. The Union agrees meetings will not be delayed to accommodate a preferred representative of the employee.</p>

	(c) Reasonable advance notice will be provided for time requested under (a) and (b). Permission to leave work during working hours will be subject to operational requirements. Permission shall not be unreasonably sought or withheld.
505	The President of the Local Union or designate shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of this agreement with the fact that a Union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.
506	All correspondence required to be exchanged between the Union and the Employer in accordance with the Collective Agreement shall be exchanged between the Senior Administrative Officer as designated by the Employer or designate and the President of the Local, or designate unless indicated otherwise.
507	Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any employee, nor within the Employer's premises, unless prior written approval has been received from the Employer. Such requests will not be unreasonably denied.
ARTICLE 6: RESPECTFUL WORKPLACE AND NON-DISCRIMINATION	
601	The Employer and the Union jointly affirm that every employee is shall be entitled to a respectful and safe workplace which is free from discrimination and harassment. The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of <i>The Human Rights Code</i> of Manitoba, unless permitted under the Code.
602	Unless allowed under the <i>Manitoba Human Rights Code</i>, the Parties agree that there shall be no discrimination based on: <ul style="list-style-type: none"> • ancestry, including colour and perceived race • ethnic background or origin • age • nationality or national origin • political belief, association or political activity • religion or creed, or religious belief, religious association or religious activity; • sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy; • marital status or family status • source of income; • sexual orientation • gender identity • physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device; • place of residence, social disadvantage • membership or non-membership or activity in the union <p>Any changes or updates to the <i>Manitoba Human Rights Code</i> are understood to be automatically applied here.</p>
603	The Employer and the Union agree that the workplace must be free from behaviors such as workplace harassment, sexual harassment, disruptive workplace conflict, disrespectful behavior and violence. It is further agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union, except where disclosure is required by law.
604	The definition of harassment shall consist of the definition contained in the <i>Human Rights Code</i> and <i>The Workplace Safety and Health Act</i> and shall further include the definition of harassment set out in the Respectful Workplace Policy.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual. Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

Re-number appropriately.

2706 Violence in the Workplace

The Employer and the Union agree that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.

Any employee, who believes a situation may become **or has become** abusive, shall report same to the immediate supervisor. Every reasonable effort will be made to rectify these situations to the mutual satisfaction of the parties.

The Employer will maintain a Respectful Workplace Policy which confirms zero tolerance of staff abuse. The Employer's Respectful Workplace Policy shall comply with the requirements of the *Workplace Safety and Health Act* and Regulations of Manitoba and shall include a commitment to conclude the investigation as quickly as is reasonably possible and that the investigation process itself will be conducted in an impartial manner.

Employees are **encouraged required** to review the Respectful Workplace Policy available through the Employer's Policy Manual.

Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

607 Interpersonal Violence Leave

XX01 For the purposes of this Article the meaning of "common-law partner", "dependant", "interpersonal violence" and "parent" are as defined in sections 59.9(1) and 59.11(1) of the Manitoba *Employment Standards Code*.

XX02 An employee is entitled to interpersonal violence leave if:

- (a) the employee or a dependent is a victim of interpersonal violence; and
- (b) the employee has been employed by the same employer for at least ninety (90) days.

XX03 An employee is entitled to both the following periods of interpersonal violence leave in each 52-week period:

- (a) leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
- (b) leave of up to seventeen (17) weeks to be taken in one continuous period;
- (c) employees can take the leave in any order that meets their individual circumstances.

XX04 An employee may take an interpersonal violence leave only for one or more of the following purposes as they relate to the employee or to a dependant:

- (a) To seek medical attention in respect of a physical or psychological injury or disability caused by the domestic violence;
- (b) To obtain services from a victim services organization;
- (c) To obtain psychological or other professional counselling;
- (d) To relocate temporarily or permanently;

- (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
- (f) Any other prescribed purpose.

XX05 For the purpose of this section, a child is also considered to be a victim of interpersonal violence if they are directly or indirectly exposed to interpersonal violence experienced by:

- (a) a parent;
- (b) a parent or child of a person referred to in clause (a);
- (c) a spouse or common-law partner of the child;
- (d) a child of the child; or
- (e) any other person who lives with the child as a member of their family.

XX06 Subject to Article **XX07**, leave taken under this section is unpaid leave.

XX07 An employee shall be granted up to five (5) days of leave in a 52-week period as paid leave, provided that when giving notice under Article **XX08** the employee notifies the employer which days, if any, are to be paid leave.

XX08 Subject to Article **1303** an employee shall be entitled to utilize income protection or banked time for the five (5) days paid leave in section **XX07**.

XX09 If an employee takes any part of a day as leave under this section, the employer may count that day as a day of leave for the purpose of this section.

XX10 An employee who wishes to take leave under this article must provide as much notice as is reasonable and practicable to the employer.

XX11 An employee **who has taken leave under XX03 (b)** may end their leave earlier than the date specified by giving the Employer written notice of at least two (2) weeks. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

XX12 An employee taking leave under this section is required to provide the Employer with reasonable verification of the necessity of the leave upon request.

XX13 Situations involving interpersonal violence shall be treated in strict confidence by both the Employer and the Union (where relevant) except where disclosure to another employee is required in order for them to carry out their duties, where disclosure is required by law or where the employee has given consent.

ARTICLE 7: DEFINITIONS

701 "Base Location" shall mean the location as determined by the Employer, to be where the employee is based out of for the purpose of service delivery coordination and mileage calculation.

702 "Basic or Regular Salary or Pay" shall mean the rates of pay shown in Schedule "A".

703 "Bi-weekly Period" shall mean the two (2) weeks constituting a pay period.

704	“Concurrent Employment” shall mean an employee who holds more than one position in the bargaining unit with the same Employer. For greater certainty, Concurrent Employment shall not apply to an employee who holds more than one position in the bargaining unit with different Employers.
705	“Continuous Service” and/or “Length of Employment” with the Employer shall mean the period of time since an employee last became a full-time or part-time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and “Length of Service” shall have a similar meaning. Conversion from full-time or part-time status to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be included in an employee’s length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.
706	“Employee” is a person employed by an Employer and covered by this Agreement.
707	“Employer” shall mean the legal entity with whom the employee is employed as listed in Schedule “B”.
7XX	The term “Union” shall mean the Canadian Union of Public Employees, Local 1550 (CUPE).
708	“Employers Organization” shall mean an Employers Organization established for the sole purpose of collective bargaining pursuant to The Health Sector Bargaining Unit Review Act as listed in Schedule “B”.
709	<p>The “Employment Status” of an employee shall be:</p> <p>(a) A “Full-time” employee is one who regularly works the hours specified in Article 18.</p> <p>(b) A “Part-time” employee is one who regularly works works regularly scheduled hours that are less than the full-time hours specified in Article 18, but not less than seven and three quarter (7 ¾) hours the daily hours per day in a Bi-weekly Period.</p> <p>(c) A “Casual” employee is as defined in Article 32.</p> <p>(d) A “Term” employee is as defined in Article 1408 (b).</p>
710	“Health Sector Bargaining Unit” shall mean the Facility/Community support bargaining unit of another Employers Organization as specified in Schedule “B”.
U711	
E2301	“Layoff” shall mean the temporary or permanent removal of an employee from active employment status as a result of an employment security notice issued in accordance with Article 23.
U704	
712	A “probationary” employee is a newly hired full-time or part-time employee who has not completed three (3) or four (4) months service respectively, from the date of hiring. This period may be extended if the Employer so requests and the Union agrees.
713	<p>Shifts will be named as follows:</p> <p>(a) “Night Shift” means a shift in which the major portion occurs between 0001 hours and 0800 hours. Night shift shall be considered as the “last” “first” shift of each calendar day.</p> <p>(b) “Day Shift” means a shift in which the major portion occurs between 0800 hours and 1600 hours.</p> <p>(c) “Evening Shift” means a shift in which the major portion occurs between 1600 hours and 2400 hours.</p>
714	“Weekend” shall mean the period between 2330 hours on the Friday to 2330 hours on the immediately following Sunday.
715	“Worksite” shall mean the location, as determined by the Employer, to be where the employee is assigned to perform work for the purpose of service delivery provision.

7XX	The term “site” shall mean the facility/program where the employee is employed within the Employers Organization as set out in Schedule “B”.
NEW 716	The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires. Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.
E717	<u>THE FOLLOWING ARTICLES ARE APPLICABLE TO HOME CARE ATTENDANTS, HOME SUPPORT WORKERS, INTEGRATED SUPPORT WORKERS, HOME CARE REHABILITATION AIDES AND MENTAL HEALTH PROCTORS ONLY</u>
	(a) “Anticipated Daily Hours of Work” means the number of hours that the Employer has committed to scheduling the employee on a particular day as part of the EFT position that the employee was awarded in their letter of offer.
	(b) “The Available Work Period” means a regular reoccurring period of availability in which work is scheduled, defined daily as the “Normal Daily Hours of Work”.
	(c) “Client Assignment” means the specific clients, tasks and assigned time periods that have been given to the employee to complete during their anticipated daily hours of work.
	(d) “EFT Position” means a full-time or part-time position with a regular reoccurring guaranteed amount of hours within a bi-weekly pay period.
	(e) “Normal Daily Hours of Work” means the daily hours within the Available Work Period associated with the bi-weekly EFT.
ARTICLE 8: BULLETIN BOARDS	
801	Bulletin board space for the use of the Union will be provided by the Employer. Where a new building is constructed or occupied, a new bulletin board with clear locking doors will be provided and placed in a mutually satisfactory location.
802	The Employer reserves the right to request the removal of posted material if considered damaging to the Employer, and the Union agrees to comply with this request.
803	Bulletin boards shall be relocated if space is required for alterations or new construction.
ARTICLE 9: JOINT JOB REVIEW PROCESS CHANGES IN CLASSIFICATION	
14XX	<u>Job descriptions</u> Upon request, the Employer agrees to provide the union with the existing job descriptions (including vacant classifications) for classifications within the bargaining unit within six (6) months of ratification of the Collective Agreement. These job descriptions can be provided electronically.
U901 E2901	In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classifications falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. All employees directly affected by such change shall be notified by the Employer and a copy of the revised job description will be made available at the request of the employee.
U902 E2902	Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Schedule “A” of this Agreement.
U903	

E2903	If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
U904 E2904	Failing agreement, the matter may be referred to arbitration in accordance with Article 11.
U905 E2905	If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect or as otherwise mutually agreed to by the Employer and the Union.
U906 E2906	At any time after an employee has been in a classification for three (3) months, she the employee shall have the right to request a review of her their classification, if she feels they feel that the duties of the job have substantially changed from those of the classification job description. On behalf of the employee, the Union shall submit the request in writing to both the Manager and Human Resources and shall state what substantial change in duties forms the basis of the review request.
U907 E2907	The Employer will examine the duties of the employee, compare them with the job description information provided and give a decision as to the validity of the request.
U908 E2908	If the decision given in Article 907 is not satisfactory to the employee, they may then treat this request for change in classification as a grievance as laid out in Article 10 and shall be considered a Step 2 grievance.
U909 E2909	The job description shall be the recognized job description until the Union is notified in accordance with Article 2901 or 2910.
U910 E2910	If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.
U911	It is understood and agreed by the parties of this Agreement, that no incumbent covered by the Agreement, shall have his/her their remuneration reduced by any job review procedures. When a job review results in a position being assigned to a lower salary scale decrease to the classification of an occupied existing position(s), the current incumbent(s) would be "PIO'd" will be maintained on the existing salary scale on a present incumbent only (P.I.O.) basis for as long as they remain in their specific original position.
ARTICLE 10: GRIEVANCE PROCEDURE	
1001	A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the agreement
1002	An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
1003	Local Union representatives, upon request to their immediate supervisor/ manager and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of three (3) employees so engaged. Such permission shall not be unreasonably withheld.
1004	<u>Step 1/Discussion Stage</u> Within twenty-one (21) calendar days after the employee becomes aware of the issue or concern, the grievor shall attempt to resolve the dispute with her immediate supervisor, who is outside the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work such grievance must be lodged within fourteen (14) calendar days of return.

1005	<u>Step 2</u> If the grievance is submitted but not resolved within the foregoing time period, the grievor and shop steward Union Representative may, within the ensuing fourteen (14) calendar days, submit the grievance in writing to the next appropriate level of management as determined by the Employer who is outside the bargaining unit, stating all allegations and remedies sought. The Employer shall have fourteen (14) calendar days to respond to the grievance. A copy of each grievance shall be submitted to Human Resources.
1006	<u>Step 3</u> Failing settlement of the grievance at Step 2, the Union may within fourteen (14) calendar days, submit the grievance in writing to the Senior Administrative Officer as determined by the Employer or designate who shall, within fourteen (14) calendar days after receipt of the grievance, render a decision.
1007	When the shop steward Union Representative is claiming An an employee claiming to have has been discharged or suspended without just cause they may submit the grievance directly to the Chief Operating Officer Senior Administrative Officer as determined by the Employer or designate.
1008	If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the Senior Administrative Officer as determined by the Employer (Step 3) or designate as a group or policy grievance.
1009	An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.
1010	The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.
1011	Where reasonably possible, grievance meetings held with the grievor will be scheduled during, or contiguous to the grievor's regular working hours. Where grievance meetings are held during the grievor's regular working hours, the grievor shall not suffer any loss of pay as a result.
ARTICLE 11: ARBITRATION PROCEDURE	
1101	Within ten (10) twenty (20) calendar days after receiving the reply of the Senior Administrative Officer as determined by the Employer or designate and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing. The timelines may be extended by mutual written consent of the Employer and/or the Union.
1102	A referral for arbitration shall be made in writing by either party, addressed to the other party to this Agreement, within the time defined in Article 1101. The referral for arbitration shall contain the names of three (3) proposed sole arbitrators. The other party shall, within seven (7) days of the receipt of such notice, notify the party who referred the matter to arbitration of the acceptance of one of the arbitrators named or propose others.
<i>Renumber remainder of article accordingly.</i>	
1103	The two (2) named members of the Board shall, within ten (10) calendar days name a third member of the Board who shall be Chairperson.
1104	In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
1105	The Arbitration Board or The sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this agreement, or to modify or amend any portion of this agreement.
1106	The Board arbitrator shall determine its their own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
1107	The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.
1108	<u>Clarification on Decision</u>

	Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the sole arbitrator either party may apply to the Chairperson of the Board of Arbitration or sole arbitrator , to reconvene. Within five (5) calendar days the Board of Arbitration or the sole arbitrator shall reconvene to clarify the decision.
1109	<u>Expenses of the Board Arbitrator</u> Each party shall pay: (a) the fees and expenses of the arbitrator it appoints; (b) The Union and the Employer shall each pay one-half (½) the fees and expenses of the Chairperson or sole arbitrator .
1110	Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
1111	Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her/him the employee (either the employer or CUPE as the case may be) shall be responsible for compensating her/him them for any salary and benefits which would otherwise be lost.
11XX	<u>Arbitration Hearings</u> Grievors whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of pay as a result.
11XX	Arbitrations shall be heard within the region the grievor is employed unless otherwise agreed by both parties.
ARTICLE 12: SENIORITY	
1201	Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer, subject to the following conditions . At no time shall a part-time employee accrue seniority or benefits greater than full-time equivalent for their classification in any one year. Any paid leave such as vacation, income protection, jury duty, bereavement, education, union, etc., shall be considered as regular paid hours worked.
1202	Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the requirements of the job, having the necessary qualifications and a good employment record.
1203	The actual accumulation of benefits such as vacation pay and income protection shall be based strictly on an employee's regular paid hours worked and shall include any period of: (a) paid leave of absence; (b) paid income protection; (c) unpaid leave of absences up to four (4) weeks. (In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave); (d) Workers' Compensation up to one (1) two (2) years from the date of the first absence from work related to the injury or illness in that appropriate time period.
1204	Seniority will terminate if an employee: (a) resigns; (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure; (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;

	<ul style="list-style-type: none"> (d) is laid off for more than thirty-six (36) months; (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer; (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.
1205	<p>Seniority will continue to accrue if an employee:</p> <ul style="list-style-type: none"> (a) is on any period of paid leave of absence; (b) is on any period of paid income protection; (c) is on any period of paid vacation; (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks; (e) is on any period of full Workers' Compensation benefits; (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year; (g) is on an approved parental or adoption parenting leave as defined in article 1704, commencing after July 1, 1988.
1206	<p>Seniority will be retained but will not accrue if an employee:</p> <ul style="list-style-type: none"> (a) is on unpaid leave of absence in excess of four (4) consecutive weeks; (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation; (c) is laid off for less than thirty-six (36) months; (d) is on the trial period of an out-of-scope position.
1207	<ul style="list-style-type: none"> (a) The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, when requested, in writing, to a maximum of twice per year. (b) Annually, upon written request, a comprehensive list including the name, address, job classification, department, hourly rate, seniority hours and telephone number of each employee shall be sent to the Union. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.
1208	A temporary term employee shall have seniority rights in accordance with Article 703 (b) 1408 of this Agreement.
1209	Effective September 1, 2002 An employee, upon returning to work following an unpaid leave of absence due to Disability and Rehabilitation, will have her their seniority credited with the appropriate number of hours she the employee would have worked during the leave, based on her their established EFT at the commencement of the leave. Such credit will not result in accrual of vacation, income protection or retirement bonus.
NEW	
12XX	Seniority accumulated prior to the date of ratification of the Collective Agreement shall be retained.
ARTICLE 13: INCOME PROTECTION	
<i>Also refer to:</i>	
<i>Article 31 – Special Provisions re. Part-time Employees</i>	
<i>Article 16 – General Holidays</i>	
1301	An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers Compensation Board (WCB) or by the Manitoba Public Insurance (MPI) or Saskatchewan Government Insurance (SGI) shall receive her their regular basic pay to the extent that she 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 the Manitoba Public Insurance MPI or SGI .
1301	(a) Upon providing sufficient notice, the necessary time off with pay to attend appointments for medical, dental or chiropractic examinations or treatments, including reasonable travel time, shall be granted to an employee and such time off shall be

	<p>chargeable against the employees accumulated income protection credits, to the extent that they have accumulated income protection credits, providing the following conditions are met:</p> <p>(i) Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty. If the above is not possible, the employee will endeavor to make the appointment at a time which is least disruptive to the unit/department/base location;</p>						
	<p>(ii) The employee endeavors to make reasonable efforts to attend with a practitioner within their community;</p>						
	<p>(iii) When non-local resources are utilized, necessary time up to a maximum of one (1) day may be claimed from income protection. Employees residing north of the 53rd parallel may be allowed up to two (2) additional consecutive days off with pay to the extent that income protection credits have been accumulated where travel is required.</p>						
1301	<p>(b) As soon as an employee is aware of a date upon which surgery will occur, they shall notify their manager, in writing, of this date and any change thereto so that staff coverage for their intended absence may be arranged.</p>						
1301	<p>(c) Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.</p>						
1301	<p>(d) An employee may utilize income protection for any period of time where, in the opinion of the Employer, the employee's presence constituted a health hazard for patients/clients/residents and/or other employees and the employee was instructed by the Employer to leave their place of duty.</p>						
1301	<p>(e) It is understood that the elimination period for the HEB Manitoba Disability and Rehabilitation Plan is one hundred and nineteen (119) days. The parties agree that income protection will be used to offset the elimination period. An employee may claim income protection for a period of time not to exceed the elimination period.</p>						
1302	<p>(a) An employee who is unable to report for work due to illness shall inform her Supervisor or designate prior to the commencement of her next scheduled shift(s) in accordance with the procedure as determined by the unit/department/base location. An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.</p> <table border="0"> <tr> <td>Prior to day shift</td> <td>1½ hours' notice</td> </tr> <tr> <td>Prior to evening shift</td> <td>3 hours' notice</td> </tr> <tr> <td>Prior to night shift</td> <td>3 hours' notice</td> </tr> </table> <p>Reasonable notice for pre-scheduled medical, dental or chiropractic exam or treatment or elective surgery will be seven (7) days except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.</p> <p>An employee returning to work following an absence of one (1) week or more shall provide a minimum of forty-eight (48) hours' notice prior to returning to work.</p> <p>If the employee reports for work after a period of illness and has not given proper notification, they may be sent home with no pay.</p>	Prior to day shift	1½ hours' notice	Prior to evening shift	3 hours' notice	Prior to night shift	3 hours' notice
Prior to day shift	1½ hours' notice						
Prior to evening shift	3 hours' notice						
Prior to night shift	3 hours' notice						
1303	<p>(a) Income protection shall accumulate at the rate of one and one-quarter (1.25) days per month with no maximum.</p> <p>(b) Subject to the provisions of 1303 (a) of each one and one-quarter (1.25) days of income protection accumulated, one day shall be reserved exclusively for the employee's personal use as outlined in Article 1301. The remaining one-quarter (.25) of a day shall be reserved for either the employee's personal use or for use in the event of family illness as outlined in Article 1314 or to offset the waiting period for Employment Insurance (EI) benefits for maternity/parental leave as outlined in 1705 (e) or compassionate care leave as outlined in 17XX (h). The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.</p>						

	In the employee's first year of employment, amend one day to read three-quarters (.75) of a day and amend one quarter (.25) of a day to read one-half (.5) of a day.
1304	The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.
1305	Except as provided in 1209, Income protection credits will accumulate on the same basis as seniority is accrued under Article 12.
1306	An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness occurring during the probationary period.
1307	The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits. APPLICABLE TO HSC SITE, SHARED HEALTH ABOVE THE 53rd PARALLEL AND NRHA The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. The Employer will not require a certificate for absences of less than three (3) consecutive days except in cases where the pattern of absence would cause the Employer to suspect abuse. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
1308	(a) If an employee is to be absent for illness for a period exceeding her their income protection, including EI credits, she they must request, or cause someone on her their behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her their last paid day of income protection. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.
1308	(b) An employee who is on WCB or who is accepted for benefits under the HEB Manitoba an Employer Disability and Rehabilitation Plan, to commence immediately following the elimination period, will be entitled to unpaid leave of absence of up to two (2) years.
1309	in HSC C.A.
13XX	Upon request, the Manager or designate shall endeavor to provide the employee the amount of their accrued income protection within two (2) business days of the request.
1310	<u>Income Protection and Workers' Compensation</u> (a) An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor. (b) 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).
1310	(c) By application from the employee, the Employer will supplement the award made by the Workers Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. 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 continue for a maximum period of or until one hundred and nineteen (119) days from the first day of supplement, whichever is less.
1310	(d) Regular net salary will be based on the employee's basic salary (exclusive of overtime and premiums) less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions, and any benefit plan contributions which are waived under the terms of the plan.
1310	(f) If at any time it is decided by the Workers Compensation Board that a supplement paid by an Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by the Workers Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer

1310	(f) Subject to the provision of each plan, the employee may request the Employer to deduct reimburse the employee from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, extended health care plan, HEB Manitoba Disability and Rehabilitation , and life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.
1310	(g) Further to this, the Facility shall notify Workers Compensation of salary adjustments at the time they occur.
1311	(a) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Employer requesting an advance subject to the following conditions:
	(b) Advance payment(s) shall not exceed the employee's basic salary, less the employee's usual income tax deductions, Canada Pension Plan contributions and Employment Insurance contributions.
	(c) The advance(s) will cover the period of time from the date of injury or illness until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed the lesser of: (i) seventy percent (70%) of the value of the employee's accumulated income protection credits; or (ii) The total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period.
	(d) Notwithstanding 1310 (b) , the employee shall reimburse the Employer by assigning sufficient WCB 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 WCB directly to the employee.
1311	(e) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction. (f) 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.
1312	<u>Work Assessment</u> Where the Workers Compensation Board recommends a work assessment period or a modified return to work period, the Facility upon official written request, will make reasonable effort to arrange for such assessment/return, subject to WCB covering all related costs.
1313	<u>MPI/SGI Advance</u> (a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she the employee must advise her their supervisor as soon as possible and she they must submit a claim for benefits to the Manitoba Public Insurance (MPI/Saskatchewan Government Insurance (SGI)). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI/SGI.
1313	<u>MPI/SGI Advance</u> (b) Subject to (a), where an employee has applied for MPI/SGI benefits and where a loss of normal salary would result while awaiting the MPI/SGI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions: (i) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 2104 702 (exclusive of overtime) , less the employee's usual income tax deductions, Canada Pension Plan contributions, and Employment Insurance contributions.

	<p>(ii) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI/SGI decision is rendered. In no case shall the total amount of the advance exceed the lesser of:</p> <ul style="list-style-type: none"> - seventy percent (70%) (40% for employees covered by SGI Tort coverage) of the value of the employee's accumulated income protection credits, or - The total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period.
	(c) The employee shall reimburse the Employer by assigning sufficient MPI/ SGI 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/ SGI directly to the employee.
	(d) In the event that MPI/ SGI 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.
	(e) 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.
1313	(f) Subject to the provisions of each plan, during the leave the employee will be responsible for the payment of the employee and Employer portion of the benefit premiums in accordance with Article 1715.
1314	<p><u>Family Illness</u></p> <p>Subject to the provisions of 1303 (b), an employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, common-law spouse including same sex partner and fiancé, dependent child, dependent step-child, parent, step-parent, parent-in-law or person who has the employee as the primary caregiver.</p> <p>A primary caregiver is defined as one who either temporarily or on a regular and reoccurring basis provides care and assistance to the person. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.</p>
13XX	<p><u>Inclement Weather</u></p> <p>When an employee is unable to attend at work due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, the employee shall be able to utilize any banked time they have available to them.</p>
ARTICLE 14: VACANCIES, PROMOTIONS, AND TRANSFERS	
<p><i>Also Refer to:</i> Article 31 - Special Provisions for Part-time Employees Article 32 – Special Provisions for Casual Employees</p>	
<p><u>Tier 1:</u> Most senior qualified applicant from the site (within the same bargaining unit), within the same Employer (including site employees on layoff) in which the position is posted.</p>	
<p><u>Tier 2:</u> Most senior qualified applicant from the site (within the other support bargaining unit), within the same Employer (including site employees on layoff) in which the position is posted.</p>	
<p><u>Tier 3:</u> Most senior qualified applicant from other sites within the same Employer and same Bargaining Unit (including site employees on layoff).</p>	
<p><u>Tier 4:</u> Most senior qualified casual applicant from the site, within the same Employer in which the position is posted.</p>	
<p><u>Tier 5:</u> Most senior qualified casual applicant from other sites within the same Employer.</p>	

<p>Tier 6: Most senior qualified employees on the Central Redeployment List as per the Provincial Redeployment protocol.* <i>*Provincial Redeployment Manual by the joint labour/management Provincial Healthcare Labour Adjustment Committee.</i></p>	
1401	All vacant positions as deemed required by the Employer , which fall within the scope of this agreement shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, current or anticipated shift, hours of work and wage rate.
1402	The Employer agrees to post the name and seniority of the successful applicant for each vacancy within seven (7) working days of the appointment. The name of the successful applicant and their seniority for any position which falls within the scope of this Agreement will be sent to the Union in accordance with Article 506.
<p>At Step 2 of the grievance process and upon request, the Employer agrees to provide a list of all applicants to a posting including the names, site and seniority of each applicant or indicating if they are external.</p>	
1403	<p>(a) <u>Applicable to Winnipeg-Churchill and Shared Health Employer Organizations Only</u> All promotions and voluntary transfers within the site are subject to a three (3) month trial period in the case of a full-time position and a four (4) month trial period in the case of a part-time position.</p> <p><u>Applicable to Southern Health and Northern Health Employer Organizations Only</u> All promotions and voluntary transfers within the Employer are subject to a three (3) month trial period in the case of a full-time position and a four (4) month trial period in the case of a part-time position.</p>
1403	<p>(b) Conditional upon satisfactory performance, she the employee shall be declared permanent after the trial period.</p> <p>(c) During the trial period, an employee shall be returned to her their former position }) by the Employer without loss of seniority:</p> <p>i) by the Employer when she the employee proves to be unsatisfactory in the new position, or</p> <p>ii) voluntarily by the employee upon providing a reasonable explanation to the Employer.</p> <p>Notwithstanding Article 1401, should an employee elect to return to their former position in accordance with i) or ii) above within twenty-eight (28) days after commencing the position, the next most senior qualified applicant will be awarded the position as per Article 1202.</p>
	<p>(d) If the employee returns to their former position in accordance with (c) i) or ii) above, she the employee will be placed in her their former position and former employment status. If an employee had replaced her them, they too will revert back to their previous position/employment status and so on.</p>
1404	<p>When an employee is promoted, her their new and future salary will be determined as follows:</p> <p>(a) The new salary will be at the rate of her the employee's new classification which provides the equivalent of one increment step in relation to the wage rate in her their new classification. For the purposes of calculation, this increment shall be at least equal in value to the difference between the Start rate and Step 1.</p> <p>(b) Subject to 2104, the subsequent increments, if any, shall be due on the anniversary date of the employee's date of employment.</p>
1405	If an employee voluntarily transfers to a lower or equally paid classification, she shall be paid at the same increment step in the new classification as she was at the old classification.
1406	An employee, who through advancing years or disablement is unable to perform her their regular duties, shall be given preference for transfer to any suitable job which is open and which requires the performance of lighter work for which she they is are capable. She The employee would be paid at the same increment step in the new job as she was they were in her their previous job.

1407 (a) Employees shall not be eligible to apply for transfer during their probationary period, except where the posted position is permanent and represents a promotion, or an increase in EFT. A probationary employee who transfers will be required to complete a full probationary period in the new position. This period may be extended if the Employer so requests and the Union agrees.

(b) Employees shall not be eligible to apply for transfer during their trial period in a permanent position, except where the position applied for represents a promotion, increase in EFT or the opportunity to exclusively work on the day shift.

Propose moving to a New Article - Education and Training, standardizing and renumbering with any proposed amendments within the Education and Training Article

1408 Employees shall be encouraged to improve their abilities by participation in available training programs.

NEW

E1409 A successful applicant from another Employer or Employers Organization shall be entitled to transfer benefits from one (1) former Employer, within six (6) weeks of termination of employment with said Employer, as follows:

(i) Continuous Service/Length of Employment as defined in Article 705;

(ii) accumulated income protection benefits;

(iii) vacation entitlement and 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;

(iv) length of employment applicable to pre-retirement leave;

(v) subject to the provisions of each plan, where the Magic 80 provisions exist, length of employment applicable for qualification for the Magic 80 pension provisions;

(vi) increment hours worked for the purpose of determining when the employee is entitled to their next increment;

(vii) the employee is subject to the terms and conditions of the benefit plan(s) for the new Employer, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions;

(viii) seniority credits (in accordance with the new Employer's Collective Agreement);

(ix) any banked General Holidays and/or overtime will be paid out by the previous Employer at the time of transfer.

14XX Job descriptions

Upon request, the Employer agrees to provide the union with the existing job descriptions (including vacant classifications) for classifications within the bargaining unit within six (6) months of ratification of the Collective Agreement. These job descriptions can be provided electronically.

Make New Article. Relocated from 703 (a).	
ARTICLE XX: TERM POSITIONS	
ARTICLE XX: TERM POSITIONS	
<i>HOUSEKEEPING: Change bullets to a letter numbering format.</i>	
703	(a) <u>Term Positions</u>
XX01	<u>Term Positions</u> A “term position” shall be for a specific time period or until completion of a particular project within a specific department.
	(a) The employer will determine whether positions of less than (3) three months will be posted.
	(b) Term positions of duration of three (3) months or more shall be posted.
	(c) Term positions shall be of a maximum duration of one (1) year unless this period is extended with the agreement of the Union.
XX02	When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 14 and filled in accordance with Article 12.
	(a) All employees may apply for the term position.
	(b) Additional postings shall not be required for the position of the employee who may be awarded the term position.
	(c) Any additional hours occurring as a result of the filling of a term position, shall be offered to part-time employees in accordance with Article 3109.
	(d) An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.
	(e) A permanent employee awarded a term position shall be subject to the trial period as specified in Article 1403 (a).
XX03	Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reason as indicated by the Employer and discussed with the Union, the term position shall be posted as “indefinite term”. In these cases, the Employer shall state on the job posting and all subsequent postings that said term position is an "Indefinite Term" which may expire with forty- eight (48) hours notice.
	(a) Employees returning from this leave will provide the Employer with as much notice as possible of the date of return.
	(b) The employee occupying said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer. In no circumstance will the notice be less than forty-eight (48) hours.
	(c) Indefinite Terms will be for a maximum of one (1) year unless otherwise mutually agreed between the Union and Employer.
XX04	Where the Employer determines that staff are to be replaced without posting during periods of less than three (3) months, Articles 3109 and 2104 shall apply, wherever possible.
XX05	Upon completion of the term position, the employee shall return to her their former position.
	<ul style="list-style-type: none"> In the event that the employee’s former position is no longer current, an employee shall be entitled to exercise her their seniority to displace an employee in any classification with the same or lower salary range within the site, provided she the employee possess the qualifications and ability sufficient to perform the required work, or to accept layoff. An employee thus displaced shall have the same rights.
XX06	In case an employee on Maternity/Parental Leave wishes to exercise her right to return from such leave earlier than anticipated, having given appropriate notice as per 1709, the Employer shall state on the job posting that the said term position is a “MAT LOA term” which may expire sooner than the date indicated, subject to written notice of a minimum two (2) weeks, or one pay period, whichever is longer. Any term positions directly resulting from the filling of a MAT LOA will be posted in the same manner.
XX07	<u>Term Employees</u>

A term employee shall have seniority rights in accordance with Article 703 (b) of this Agreement.	
(i)	A “ temporary term employee” is one who is newly hired by the Employer for a specific time period or until completion of a particular project for a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.
(ii)	In the event that a permanent full-time or part-time employee is awarded a term position, that employee shall maintain their permanent status while in the term position. Full-time and part-time employees shall return to their previous positions upon completion of the term position. Casual employees shall return to their previous status upon completion of the term position.
(iii)	No Temporary term employee shall be laid off or re-employed for the purpose of extending the period of temporary employment.
(iv)	Should a Temporary term employee become permanent without a break in service, her their service will be connected for seniority purposes.
(v)	A Temporary term employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the physical ability and necessary qualifications and training to meet the requirements of the job and a good employment record in accordance with Article 1202. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the Temporary term employee’s hiring.
(vi)	Temporary Term employees shall not be eligible to apply for transfer during their probationary period, except where the posted position represents a permanent position.
(vii)	If a temporary term employee is promoted or transferred to a permanent position in a new classification, she the employee will be required to complete the full probationary period in the permanent position. A probationary period may be extended if the Employer so requests and the Union agrees.
(viii)	A temporary term employee shall have no seniority rights in matters of demotion, layoff and recall.
ARTICLE 15: ANNUAL VACATION	
<i>The Employer will agree to maintain the current rates of vacation accrual for employees employed at Churchill, Nine Circles, Clinic and Sexuality Education Resource Centre on the date of ratification. Employees hired after the date of ratification will accrue vacation in accordance with Article 1503.</i>	
See LOUs (#ER-9, #ER-10, #ER-11, #ER-12) in Employer Proposal Package #49A	
1501	The vacation year shall be from the 1st day of April in the one year to the 31st day of March in the next year. Notwithstanding these dates, vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.
1502	A full-time employee who has completed less than one (1) year’s continuous employment as of cut off date indicated in 1501 will be granted vacation on a percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. Such employee may, on request, also receive sufficient leave of absence to complete any partial week of vacation.
1503	Annual vacation shall be earned at the rate of: <ul style="list-style-type: none"> • three (3) weeks per year commencing in the first year of employment • four (4) weeks per year commencing in the fourth year of employment • five (5) weeks per year commencing in the eleventh year of employment • six (6) weeks per year commencing in the twenty-first year of employment <p>Casual employees will be paid six percent (6%) vacation pay.</p>

1504	Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance.
1505	<p>Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:</p> <ul style="list-style-type: none"> • three (3) weeks per year – 6% of basic pay • four (4) weeks per year – 8% of basic pay • five (5) weeks per year – 10% of basic pay • six (6) weeks per year – 12% of basic pay
1506	<p>The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut off dates as per Article 15:01. Priority in the selection of dates shall be given to the employees having the most seniority within each unit/department/base location.</p> <p>Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.</p> <p>An employee who fails to indicate their choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.</p>
1507	<p>The Employer will post an approved vacation schedule for the entire year a minimum of one (1) week prior to the commencement of the vacation year as set out in 1501. The Employer will give due consideration to employee preference and individual circumstances, including seniority, and where a conflict exists between employee preferences the employee with the most seniority shall be assigned the vacation period in dispute. Such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.</p> <p>The Employer will post the entire year's approved vacation schedule for employees to review.</p>
1508	<p>With the exception of the days set out under Article 1513, eEmployees shall be given the opportunity to request remaining unscheduled vacation entitlement by November 15th of each year.</p> <p>(a) The Employer shall post a notice, no later than November 1st of each year, in a prominent area(s) in each facility/base location worksite indicating the need for employees to request the scheduling of their remaining vacation.</p> <p>(b) The Employer will give due consideration to employee preference and individual circumstances. Where a conflict exists between employee preferences, the employee with the most seniority shall be assigned the vacation period in dispute.</p> <p>(c) The requests made during the initial selection period in 1506 shall take precedent and shall not be altered by these requests.</p> <p>(d) Any vacation entitlement not requested by November 15th may, at the discretion of the Employer, be scheduled by the Employer.</p>
1509	An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
1510	<p>Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.</p> <p>In extenuating circumstances only, and at the discretion of the Employer, employees may request to have vacation paid out during the vacation year in lieu of taking time off.</p>

1512	<p>In the event that an employee is hospitalized during her their vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.</p> <p>Where an employee is subpoenaed for jury duty or is in receipt of WCB benefits during her their period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.</p>
1515	<p>An employee requested to report to work on a scheduled day of vacation shall receive double time for all hours worked and the vacation day will be rescheduled at a time mutually agreed between the employee and the Employer. Where this is not possible, the provisions under Article 1508 shall apply.</p> <p>A part-time employee who requests to work and who works additional hours on a non-scheduled vacation day will be paid at the straight time rate. A part-time employee requested by the Employer to work, and who works additional hours on a scheduled vacation day, shall receive double time for all hours worked.</p>
1516	<p><u>Long Service Recognition – Vacation</u></p> <p>Effective April 1, 2009</p> <p>In recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) in their twentieth (20th) year of continuous service, and on each subsequent fifth (5th) (i.e., 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative.</p> <p>Part-time employees shall be entitled to a pro rata portion of this benefit.</p> <p>Employees whose anniversary date falls in the period April 1, 2008 to March 31, 2009, will be entitled to receive this benefit in the 2009 calendar year.</p>
E1518	<p>APPLICABLE TO SHEO AND NHREO EMPLOYEES WHO RESIDE ABOVE THE 53rd PARALLEL (not applicable to WCHREO Churchill)</p> <p>Two (2) additional paid days travel time shall be granted an employee each year, pro-rated on regular hours worked for part-time employees. Such travel time shall be scheduled as per the timelines of Article 1508.</p>
15XX	<p>The paid time off that an employee receives under the ten “10” or twelve (12) hour shift pattern is to correspond exactly in hours to the paid time off a seven and three-quarter (7.75) hour shift pattern.</p>
15XX	<p>An employee who transfers to another unit/department/site after their vacation request has been approved, shall in consultation with the employee have their vacation scheduled by the Manager of the new unit/department/site within the time periods remaining during that vacation year.</p>
15XX	<p>Vacation entitlement shall be the amount of vacation hours accrued in accordance with the rate earned in 1503.</p>
15XX	<p>Unless otherwise specified, all accrued vacation not taken during the vacation year shall be paid out by March 31st of each fiscal year at fiscal year end.</p>
15XX	<p>The total number of employees that can be on vacation in any one department classification/unit will be determined by the Employer and included in the vacation entitlement posting as per Article 1506.</p> <p>All requests for vacation leave will be subject to approval of the employee’s supervisor or designate based on operational requirements and accrued vacation entitlements.</p>

ARTICLE 16: GENERAL HOLIDAYS

1601 (a) The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

New Year's Day (January 1st)

~~August Civic Holiday~~

Terry Fox Day (la journée Terry Fox)

Louis Riel Day

Labour Day

(la journée Jour de Louis Riel)

Good Friday

Thanksgiving Day

Easter Monday

Remembrance Day

Victoria Day

Christmas Day (December 25th)

Canada Day (July 1st)

Boxing Day

National Day for Truth and Reconciliation

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

1602 An employee required to work on a general holiday will be paid at the rate of time and one-half (1½) ~~at~~ **their** basic rate of pay.

1603 Subject to 1605 and 1606 below, an employee required to work on a general holiday will also be granted an alternate day off with basic pay. **Such time shall be placed in the STAT bank.**

Applicable for Ten (10) and Twelve ("12") hour shift scheduling patterns only:

A full-time employee shall receive an alternate seven and three quarters (7.75) hours in lieu of a General Holiday. Employees will be entitled to utilize other banked hours to cover the remainder of the nine (9), ten (10) or twelve (12) hour shift.

1604 **Subject to 1603 and 1605**, if a general holiday falls on the regular day off of an employee or during ~~at~~ **their** annual vacation, ~~the~~ **the employee** shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

1605 A day off given in lieu of ~~recognized~~ **general** holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.

1606 If a general holiday falls on a day on which an employee is receiving income protection benefits, ~~the~~ **the employee** shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, ~~the~~ **they** shall be paid from income protection credits for that day at **the employee's** ~~at~~ basic rate of pay.

Applicable for Ten (10) and Twelve (12) Hours only

If a general holiday falls on a day on which an employee is receiving income protection benefits, ~~the~~ **the employee** shall be paid for the holiday and such pay shall not be deducted from income protection credits **for the first seven and three quarter (7.75) hours**. However, when the employee has already received an alternate day off with basic pay for the general holiday, ~~the~~ **they** shall be paid from income protection credits for that day at ~~at~~ **the employee's** basic rate of pay.

1607 **Subject to 1603**, full-time employees shall be allowed to bank up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule by March 31st of any year, the employee shall receive ~~at~~ **their** regular rate of pay for all days banked. **Requests for time off will be reviewed and responded to in a timely manner.**

1608 The Employer will endeavour to provide all employees with at least two (2) other General Holidays besides Christmas or New Year's on the day on which they occur. As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.

1609 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

Applicable for Home Care Attendants, Home Support Workers, Integrated Support Workers and Home Care Rehabilitation Aides Only

~~1610 The Employer is not required to schedule the employee for their previous EFT hours on the recognized general holiday.~~

Where a recognized general holiday falls on an employee's normally scheduled day of work and the employee's hours are reduced due to service reductions, the Employer shall notify the employee at least two (2) weeks in advance of the recognized general holiday and all hours scheduled on the recognized general holiday shall be scheduled consecutively with a minimum three (3) hour block and no available work period shall apply.

16XX NOT APPLICABLE TO HOME CARE DIRECT SERVICE STAFF

When a general holiday falls on the employee's regularly scheduled workday, the employee will work the shift in question except in circumstances where the department/unit/program reduces staffing on the general holiday in which case:

- (a) Employees who are regularly scheduled to work on the day that a general holiday occurs will work the shift in question if the employee makes a request in writing at least four (4) weeks in advance to work.
- (b) In the event there are insufficient shifts for the number of employees who have indicated their availability to work on any general holiday, the available shifts will be assigned in order of seniority first to those employees who are regularly scheduled to work the shift in question.
- (c) In the event there are insufficient numbers of employees who indicate their availability to work on any general holiday, the Employer reserves the right to schedule qualified employees in reverse order of seniority to meet operational requirements.
- (d) Employees may request to take general holiday time off from their general holiday bank at least four (4) weeks prior. Approval will be done in a timely manner and will not be unreasonably denied.

ARTICLE 17: LEAVE OF ABSENCE

Delete

~~Also refer to Article 31 — Special Provisions re. Part-time Employees.~~

1701 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.

1702 (a) An employee who is granted a leave of absence for ten (10) weeks or less, will be returned to ~~her~~ **their** former position upon ~~her~~ **their** return at ~~her~~ **their** former increment step.

(b) An employee who is granted leave of absence between ten (10) and twenty-six (26) weeks will be returned to ~~her~~ **their** former classification **with the same Employer** at ~~her~~ **their** former increment step.

(c) An employee who is granted a leave of absence for a period of over twenty-six (26) weeks, and unless the Employer makes a specific commitment as to the conditions under which an employee who is granted such leave of absence will be employed on ~~her~~ **their** return, is assured only of preferential consideration as to placement in a vacancy **with the Employer** most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence, or the maximum for the classification of the position returned to, whichever is lesser. If the position returned to is a higher classification than the one ~~she~~ **the employee** left, ~~she~~ **the employee** would be put at the first step of the salary range for that classification.

(d) An employee who is granted a leave of absence in accordance with 1308 (b), will be returned to ~~her~~ **their** former classification **with the same Employer** at ~~her~~ **their** former increment step provided that ~~she~~ **the employee** returns to work within the two (2) year period.

1703	An employee not reinstated in her their former classification on return from leave of absence under 1702 (c) will receive preferential consideration for the first suitable available vacancy within the site and with the same Employer which is at the level of her their former position.
1704	<p><u>Parenting Leave</u></p> <p>Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.</p> <p>Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.</p> <p>An employee shall be granted leave of absence for up to eighty (80) weeks where they qualify for Parenting Leave.</p>
1705	<p><u>Maternity Leave</u></p> <p>An employee who qualifies for Maternity Leave may apply for such leave in accordance with Maternity Leave “Plan A” or Maternity Leave “Plan B” but not both.</p> <p>A) <u>Maternity Leave – Plan A</u></p> <p>A pregnant employee shall receive Maternity Leave of seventeen (17) weeks and Parental Leave of up to thirty-seven (37) weeks without pay, subject to the following conditions:</p> <p>(a) An employee must have completed six (6) continuous months employment with the Employer as of the intended date of leave unless otherwise agreed to by the Employer.</p> <p>(b) An employee must submit a written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.</p> <p>(c) 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.</p> <p>(c) An employee must provide the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of their delivery;</p> <p>(d) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance.</p> <p>A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect their paid hours of work within the previous fifty-two weeks. Such days that may be utilized for this purpose will be as set out in Article 1303 (b).</p> <p>(e) During the seventeen (17) week duration of Maternity Leave an employee shall have the right, if she so chooses they so choose, to use accumulated income protection credits for that portion of the Maternity Leave during which they would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health-related condition.</p>

B) Maternity Leave – Plan B

Effective April 1, 2010, the following (Plan B) provision, upon application, is applicable to employees commencing a maternity leave on or after April 1, 2010.

1. In order to qualify for Plan B, a pregnant employee must:
 - (a) have completed six (6) continuous months of employment with the Employer **as of the intended date of leave**;
 - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by ~~her~~ **the employee** in the application as the day on which ~~she~~ **the employee** intends to commence such leave;
 - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that ~~she~~ **the employee** is pregnant and specifying the estimated date of ~~her~~ **their** delivery;
 - (d) provide the Employer with proof that ~~she has~~ **they have** applied for Employment Insurance benefits and that the ~~Human Resources and Skills Development Canada (HRSDC)~~ **Employment and Social Development Canada (ESDC)** has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) ~~she~~ **they** will return to work and remain in the employ of the Employer for at least six (6) months following ~~her~~ **their** return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of ~~her~~ **their** return from Maternity Leave or at any time during the six (6) months following ~~her~~ **their** return from Maternity Leave, ~~she~~ **the employee** 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) ~~she~~ **they** will return to work on the date of the expiry of ~~her~~ **their** Maternity Leave and where applicable, ~~her~~ **their** Parental Leave, unless this date is modified by the Employer; and
 - (c) should ~~she~~ **the employee** fail to return to work as provided under (a) and/or (b) above, ~~she~~ **they are** indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
3. 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, as in **Article 1705 A) (c)**;
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in **Article 1705 A) (c)**;
 - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.

4. **Within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance benefits pursuant to the *Employment Insurance Act*, the employee must provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the employee in exceptional circumstances.**

~~During the period of maternity leave, an employee who qualifies is entitled to~~ **Following receipt of the above proof, the Employer shall provide the employee** a maternity leave allowance with the **Supplemental Unemployment Benefit (SUB) Plan up to a maximum of seventeen (17) weeks broken down** as follows:

- (a) for the ~~two (2) weeks~~ **first (1st) week** an employee shall receive ninety-three percent (93%) of ~~her~~ **their** weekly rate of pay;
 - (b) for up to a maximum of ~~fifteen (15)~~ **sixteen (16)** additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;
 - (c) all other time as may be provided under **Article 17**, shall be on a leave without pay basis.
5. An employee may end ~~her~~ **their** Maternity Leave earlier than the date specified by giving ~~her~~ **their** Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date ~~she~~ **the employee wishes** to end the leave.
6. Plan B does not apply to ~~temporary employees~~ **an employee occupying a term position who does not own a permanent position or employees hired on a seasonal basis.**
7. 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.

1707 Parental Leave

- (a) **In order to qualify for Parental Leave, an employee must be the natural parent of a child or must assume actual care and custody of their newborn child (Paternity Leave) or are one of the parents who adopt a child under the law of the province (Adoption Leave).**
- (b) **An employee who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.**
- (c) **In the case of Adoption Leave, the employee must submit a written request for such leave. The employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.**
- (d) (1) **An employee who qualifies in accordance with (a), (b) and (c) above must have completed six (6) months of continuous employment with the Employer to be entitled to Parental Leave without pay for a continuous period of up to sixty-three (63) weeks.**
 - (2) ****** *see comment in next column.*
 - (3) **Subject to 4. below**, Parental Leave must commence no later than eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.

U1707 (e)

E1707 (2) Parental Leave

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, to a maximum of five (5) vacation days (e.g.: 38.75, 40 hours), 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).

Any vacation earned up to the time of the commencement of leave will be retained and will be available to be taken in the following vacation year.

(g) 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.

(h) An employee may end Maternity or Parental Leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the employee wants to end the leave. On return from Maternity and/or Parental Leave, the employee shall be placed in her former classification and shift schedule at the same increment step. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in 1702 (c) and 1703 above will apply.

1710 Two (2) days of leave (scheduled daily hours to a maximum of 15, 15.5 or 16 hours as applicable) without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.

1711 Bereavement Leave

(a) An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a **spouse**, common-law spouse, **fiancé**, same sex partner, parent, step-parent, mother-in-law, father-in-law, former **legal** guardian, child, stepchild, daughter-in-law, son-in-law, **sibling, step-sibling**, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild and any other relative **or current foster child** who had recently been residing in the same household.

Such days may be taken only in the period which extends from the date of death up to and including the day following interment, **funeral or initial memorial service** or four (4) calendar days following the death, whichever is greater.

Bereavement Leave may be extended by up to two (2) additional **regularly scheduled consecutive** days without loss of pay and benefits as may be necessitated by reason of travel to attend the **internment, funeral or initial memorial service**. **For employees residing above the 53rd parallel, leave may be extended by one (1) additional regularly scheduled consecutive day for travel.**

One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment, funeral or initial memorial service is at a later date.

(b) **Provided that the employee has not received bereavement leave in accordance with 1711 (a),** necessary time off up to one (1) day at basic pay will be granted an employee to attend an internment, **funeral or initial memorial service** as a pallbearer.

(c) **Provided that the employee has not received bereavement leave in accordance with 1711 (a),** necessary time off up to one (1) day at basic pay may be granted an employee to attend an internment, **funeral or initial memorial service** as a mourner.

	(d) For the purposes of this section, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the employee.
17XX	In the event of a medical assistance in dying (MAID) an employee can elect to commence bereavement leave under 1711 on the date of the scheduled death.
E1712	
U1714	<u>Legal and Investigative Proceedings:</u> Except as provided for in Article 11 – Arbitration Procedure, the following shall apply to Legal and Investigative Proceedings:
	(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, inclusive of shift premiums 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.
	(b) If an employee is subpoenaed as a witness in a work-related matter on their scheduled day off, the Employer and the employee will mutually agree on an alternate time off in lieu.
	(c) Where the Employer requires the employee to participate as a witness in a workplace investigation that is required by legislation or Employer policy, and where such investigation meetings cannot be scheduled on the employee's regular day of work, the Employer will compensate the employee for the investigation meeting time at the appropriate rate of pay.
	(d) An employee required to attend a court proceeding as a part to that proceeding, occasioned by the employee's private affairs shall receive a leave of absence without pay for the required absence.
U1716	
E1714	<u>Citizenship Leave</u> Employees shall be allowed granted the necessary time off, up to four (4) hours, without loss of basic pay to attend a citizenship ceremony to receive a certificate of citizenship to become a Canadian citizen. The employee shall notify the Employer a minimum of seven (7) days prior to the date this leave is required. Should the employee wish to utilize bank time to cover the remainder of their shift, such requests shall be considered, subject to operational requirements, but will not be unreasonably denied.
1715	Employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/Employee benefit programs in accordance with Article 3006/906.
U1717	<u>Union Leave</u> Upon two (2) weeks prior written notice to the Employer, an employee elected or appointed to represent the Union at a convention or other formal Union function, shall be granted necessary leave of absence without pay for the full shift provided that leaves of absence for union business are reasonable and during July and August are compatible with the departmental vacation schedule, and unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department . The Employer will continue to pay the employee subject to total recovery of payroll and related costs by the Employer from the Union. The Union will provide the Employer with written confirmation of dates requested.
U1719	
E1717	<u>Leave for Public Office</u> The Employer recognizes the right of an employee to participate in public affairs. Therefore, 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 the 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 and without loss of seniority for a period of one year. Such leave may be renewed each year, on request, during her term of office.

1718 An employee who is elected or appointed to a full-time position with the Union, ~~on behalf of the union~~, or with a recognized labour body, shall be granted leave of absence without pay and without loss of seniority for a period of one **(1)** year. Such leave shall be renewed each year, on request, during ~~her~~ **their** term of office. Such employee may receive ~~her~~ **their** pay and benefits as provided for in this agreement subject to total recovery of payroll and related costs by the Employer from the Union.

U1724

E17XX 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 ~~(30)~~ **ninety (90)** days of employment **with the Employer** as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two periods of leave, ~~totalling~~ **totalling** no more than ~~eight (8)~~ **twenty-eight (28)** weeks, which must end no later than ~~twenty-six (26)~~ **fifty-two (52)** weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - 1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - 2) the family member requires the care or support of one or more family members.

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

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

- (e) A family member for the purpose of this article shall be defined as:
 - 1) a spouse or common-law partner of the employee;
 - 2) a child of the employee or a child of the employee's spouse or common-law partner;
 - 3) a parent of the employee or a spouse or common-law partner of the parent;
 - 4) or any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) An employee may end their compassionate leave earlier than ~~eight (8)~~ **twenty-eight (28)** weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

- (g) Seniority shall accrue as per Article 1203 (c) and 1205 (d). (unpaid leaves)
- (h) **Where applicable and** subject to the provisions of 1303 (b), an employee may apply to utilize **accumulated** income protection **credits** to cover part or all of the ~~two (2)~~ week Employment Insurance waiting period **providing that it isn't greater than two (2) weeks.**
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 1711, ~~1713 and 3108.~~

17XX Emergency Leave

Leave for purposes such as serious personal loss due to a house fire or flood, will be considered on their own individual merits and may be granted at the Employer's discretion subject to operational requirements. An employee granted a leave may request to utilize any banked time available to them.

ARTICLE 18: HOURS OF WORK

1801 Regular **daily, biweekly and annual** hours of work for ~~all full-time non-clerical~~ employees **shall consist of one of the following:**

- (a) seven and three-quarters (7.75) hours per day excluding meal periods and including rest periods thirty-eight and three-quarters (38¾) hours per week seventy-seven and one-half (77.50) hours biweekly **when averaged over the shift pattern and two thousand and fifteen (2015) hours per year; or**
- (b) seven and one-half (7.50) hours per day, excluding meal periods and including rest periods thirty-eight and three-quarters (38¾) hours per week seventy-five (75) hours biweekly **when averaged over the shift pattern and one thousand, and nine hundred and fifty hours (1950) per year; or**
- (c) **seven and one-quarter (7.25) hours per day, seventy-two and one-half (72.50) hours biweekly when averaged over the shift pattern and one thousand, eight hundred and eighty-five hours (1885) per year; or**
- (d) **eight (8) hours per day, eighty (80) hours biweekly when averaged over the shift pattern and two thousand and eighty hours (2080) per year; or**
- (e) **nine point six-nine (9.69) hours per day, seventy-seven and one-half (77.50) hours biweekly when averaged over the shift pattern and two thousand and fifteen (2015) hours per year; or**
- (f) **eleven point six-two-five (11.625) hours per day, seventy-seven and one-half (77.50) hours biweekly when averaged over the shift pattern and two thousand and fifteen (2015) hours per year; or**
- (g) **A combination of shifts of eleven point six-two-five (11.625) hours per day and seven and three-quarters (7.75) hours per day, seventy-seven and one-half (77.50) hours biweekly when averaged over the shift pattern and two thousand and fifteen (2015) hours per year.**
- (h) **For clarification purposes it is understood that the daily hours of work in (a), (b), (c), and (d) above are referenced in this Collective Agreement as eight ("8") hour shifts. The daily hours of work in (e) above are referenced in this Collective Agreement as ten ("10") hour shifts, and the daily hours of work in (f) above are referenced in this Collective Agreement as twelve ("12") hour shifts.**

1802 **Rest Periods**

- (a) A **paid** rest period of fifteen (15) minutes will be allowed by the Employer during each continuous three (3) hour period of work.

Applicable to Employees at CCMB, DSM, HSC, SBGH, RCC, Inkster Laundry, Middlechurch Home of Winnipeg and RDF

A **paid** rest period of twenty (20) minutes, **will be allowed by the Employer** during each continuous three (3) hour period of work.

- (b) Shift lengths of eleven point six-two-five (11.625) hours per day shall be inclusive of two paid fifteen (15) minute rest periods.

Applicable to Employees at CCMB, DSM, HSC, SBGH, RCC, Inkster Laundry, Middlechurch Home of Winnipeg and RDF

Shift lengths of eleven point six-two-five (11.625) hours per day shall be inclusive of two paid twenty (20) minute rest periods.

- (c) ~~It is understood that the duration of any rest period is inclusive of any preparation or travel required to and from the work area.~~
- (d) An employee who is required by the Employer to remain in the work site and required to work during the rest period, shall receive pay at overtime rates for the entire rest period.
- (e) An employee whose rest period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

1803 **Meal Periods**

- (a) An **unpaid** meal period will be scheduled by the Employer and will not be less than one-half (½) hour or more than one (1) hour in duration.
- (b) **The meal periods for shift lengths of eleven point six-two-five (11.625) hours per day shall consist of:**
 - (i) **one unpaid meal period thirty (30) minutes in duration; and**
 - (ii) **one meal period thirty (30) minutes in duration that will be comprised of seven and a half (7.5) minutes unpaid time and twenty-two and a half (22.5) minutes paid time.**
- (c) An employee who is required **by the Employer** to remain in the work site during the meal period, shall receive pay at overtime rates for the entire meal period.
- (d) An employee whose meal period is cancelled and not rescheduled will be entitled to receive pay at overtime rates for the missed time.

1804 This article shall not preclude the implementation of modified daily or biweekly hours of work by mutual agreement between the Union and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this agreement.

U1807

1806 **Not Applicable to Home Care Attendants, Home Support Workers, Integrated Support Workers, Home Care Rehabilitation Aides and Mental Health Proctors**

Where the Employer plans to implement a split shift the Union will be notified in advance. There shall be no split shifts unless by mutual agreement between the Employer and the employee.

Applicable to Home Care Attendants, Home Support Workers, Integrated Support Workers, Home Care Rehabilitation Aides and Mental Health Proctors only

- (a) **Employees may be required to work split shifts.**
- (b) **An employee required by the Employer to work a split shift shall receive a premium of six dollars and seventy-five cents (\$6.75) per shift. Split shift premiums will only be paid once per twenty-four (24) hour calendar day.**
- (c) **The premium referred to in Article 18:05 (b) above shall not be included in the calculation of any benefits.**
- (d) **A split shift is defined as “any two (2) or more daily work assignments that include a scheduled unpaid break period of one (1) hour and fifteen (15) minutes” or more. Assignments that cross 24:00 hours (midnight) on consecutive days do not constitute a split shift.**
- (e) **Split shift premium is not payable on the time period that may fall between the employee’s regular EFT assignment and additional hours that the employee may pick up.**

	(f) If however the employee accepts an additional client assignment, and the client assignment has an unpaid break period of more than one (1) hour and fifteen (15) minutes, the employee shall be eligible for a split shift premium, provided that they have not as yet received a split shift payment on that twenty-four (24) hour calendar day.
E1807 1808	<p>(a) An employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at her basic rate of pay; however, when such employee works for any portion of her scheduled shift, she shall receive pay for that entire shift.</p> <p>(b) Except as provided in 3107 (d), when an employee is called in to work a full shift as provided in 1801 within one (1) hour of the start of the shift, and reports for duty within one (1) hour of the start of the shift, she 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.</p>
1811	Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the Department Head or designate and shall not result in overtime costs to the facility, and shall not be unreasonably denied.
18XX	<p><u>Shifts of Less than the Regular Daily Hours</u></p> <p>(a) The terms and conditions of the Collective Agreement shall apply to employees working shifts of less than regular seven and a quarter (7.25) hours of work except as provided thereafter.</p> <p>(b) Meal breaks and rest periods for shifts of less than seven and a quarter (7.25) hours shall be as follows:</p> <p>i) Shifts of three (3) hours to five (5) hours shall include one (1) fifteen (15) minute paid rest period.</p> <p>ii) Shifts of greater than five (5) paid hours up to and including six (6) paid hours shall include one (1) fifteen (15) minute paid rest period and exclude one (1) thirty (30) minute unpaid meal period.</p> <p>iii) Shifts of greater than six (6) hours up to the regular but less than seven and a quarter (7.25) hours of work shall include two (2) fifteen (15) minute paid rest periods and exclude one (1) thirty (30) minute unpaid meal period break.</p> <p>(b) <u>Applicable to Employees at CCMB, DSM, HSC, SBGH, RCC, Inkster Laundry, Middlechurch Home of Winnipeg and RDF</u> Meal breaks and rest periods for shifts of less than seven and a quarter (7.25) hours shall be as follows:</p> <p>i) Shifts of three (3) hours to five (5) hours shall include one (1) twenty (20) minute unpaid rest period.</p> <p>ii) Shifts of greater than five (5) paid hours up to and including six (6) paid hours shall include one (1) twenty (20) minute paid rest period and exclude one (1) thirty (30) minute unpaid meal period.</p> <p>iii) Shifts greater than six (6) hours up to the regular but less than seven and a quarter (7.25) hours of work shall include two (2) twenty (20) minute paid rest periods and exclude one (1) thirty (30) minute unpaid meal period break.</p> <p>(c) In the event an employee is required to work beyond the end of her the scheduled shift, she the employee shall be paid for all hours worked beyond the shift in excess of the scheduled shift length at her the employee's basic salary up to the daily regular hours of work for eight (8) hour shifts applicable to the unit in accordance with Article 1801.</p> <p>(d) Overtime rates of pay shall be applicable for time worked in excess of regular hours of work, in accordance with Article 1901.</p>

(e) Paragraph 2 Article 3111 (b) above does not preclude the Employer from establishing a shift of less than three (3) hours in duration.
LETTERS OF UNDERSTANDING (RE. HOURS OF WORK) #18A - #18QQ
LOU #18A – Nine-Hour Shift (HSC – Clinical Technology Group)
LOU #18E – 12-Hour Shift for Maintenance Engineers (Actionmarguerite – Saint-Boniface)
LOU #18F – Hours of Work – Power Engineers 2 nd Class (Misericordia Health Centre)
LOU #18H – Shift Schedules (St. Boniface Hospital – Trades) – Terry Benderski
LOU #18J – 12-Hour Shift Agreement (NRHA)
LOU #18K – 12-Hour Shift Agreement – Switchboarding/Admitting (NRHA)
LOU #18L – Rosaire House Scheduling (NRHA)
LOU #18O – Combination of 12/8/6 Hour Shift Patterns (NRHA)
LOU #18Q – Combination of 12/8 Hour Shift Patterns (NRHA)
LOU #18S – Acquired Brain Injury Unit (NRHA)
LOU #18T – Eight (8) Hour and Twelve (12) Hour Shifts – Security Patrol Officers and Supervisors
HEALTH SCIENCES CENTRE ONLY
LOU #18U-2 – Trades and Maintenance (St. Boniface Hospital Only)
LOU #18V – 8.61 Hours at Victoria Shift Engineers Hours of Work – Trades/Maintenance (William “Dale” Knott)
LOU #18X – Twelve-Hour Shift – Power Engineers (Concordia Hospital)
LOU #18Y – Twelve-Hour Shift – Power Engineers (Deer Lodge Centre)
LOU #18Z – Twelve-Hour Shift – Power Engineers (Grace Hospital)
LOU #18AA – Twelve-Hour Shift – Power Engineers (Seven Oaks General Hospital)
LOU #18BB – Hours of Work – Shift and Relief Engineers (Victoria Hospital)
LOU #18CC – Hours of Work and Schedule
APPLICABLE MAINTENANCE AND TRADES EMPLOYEES AT CONCORDIA HOSPITAL, MISERICORDIA HEALTH CENTRE, SEVEN OAKS GENERAL HOSPITAL
LOU #18HH – Communication Clerks (Riverview Health Centre)
LOU #18KK – WRHA – Language Access Interpreters
LOU #18NN – Paid Meal Period (Klinic Community Health, Sexuality Education Resource Centre MB, Women’s Health Clinic)
LOU #18OO – PAID MEAL PERIOD (POWER ENGINEERS AT CONCORDIA HOSPITAL, MISERICORDIA HEALTH CENTRE, SOGH)
LOU #18XX-1-NRHA – 9.69 (“10”) Hour Shift Pattern
LOU #18XX-3-NRHA – Leaf Rapids – 12/8 Hour Shift Pattern
LOU #18XX-4-NRHA – NRHA Security Services and Hope North – 12-Hour Shift Pattern
NEW
ARTICLE XX: EDUCATION AND TRAINING
U1408
XX08 Employees shall be encouraged to improve their abilities by participation in available training programs.
<i>Propose moving to a New Article - Education and Training, standardizing and renumbering with any proposed amendments within the Education and Training Article</i>
TEXX02
After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her their employment at with the Facility Employer .

U1712

TEXX03 **Course Attendance**

- (a) (i) Where the Employer requires an employee to attend educational conferences, workshops, programs, certifications or courses ~~(within their city/town or within an eighty (80) km radius)~~ during their regular hours of work, the employee shall be paid their regular rate of pay (at straight time rates). The Employer shall pay all registration/ tuition fees and approved expenses.
- (ii) Where the Employer requires an employee to attend educational conferences, workshops or courses ~~(within their city/town or within an eighty (80) km boundary)~~ outside of their regular hours of work, the employee shall either be paid their regular rate of pay (at straight time rates), or the employee's hours of work shall be changed in accordance with the provisions of the Collective Agreement to accommodate the schedule of the program attended, and they shall be paid their regular pay (at straight time). The Employer shall pay all registration/ tuition fees and approved expenses.

U1712

TEXX03 (b) An employee required by the Employer to attend educational conferences, workshops, or courses (outside of their city/town or an eighty (80) km boundary) that requires an overnight stay of one night or more, shall be paid as follows:

- (i) Where the employee leaves for, or attends the conference, workshop or course during their regular work day, they shall be paid their regular day's salary for that day.
- (ii) Where the employee attends a course or conference outside of their regular working hours, for each twenty-four (24) hour period the employee is away, including travel and program time, the employee shall be paid their regular day's salary for their normal shift length. Anything past their regular shift length shall be paid ~~at normal hours at straight time~~ **the regular rate of pay** prorated for less than twenty-four (24) hour periods.
- (iii) Travel time to or from an educational conference, workshop, or course outside of regular working hours, where an employee has also worked a full shift on that same day, shall be paid ~~at overtime rates~~ **their regular rate of pay**.
- (iv) All travel arrangements and accommodations must be approved by the Employer in advance.
- (v) Employees are entitled to cash advances for anticipated expenses related to an out of town trip.

TEXX04 An employee shall be entitled to a leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications **provided the examination is related to their employment with the Employer**.

U1721

TEXX05 Where the Employer requires an employee to attend educational events or staff meetings during non-working time, the Employer shall pay for the time of such attendance at straight time rates.

TEXX06 **Unless mutually agreed otherwise, employees who are hired by the Employer in an underfill capacity shall pay for any training and/or education required to achieve the minimum qualifications of the position they are underfilling.**

U1722 (c)

TEXX07 Education, training, workshops or courses necessary to achieve a federal, provincial or municipal certification, licensure or ticket which is necessary for the employee's classification as stipulated in the specific job description, including any mandated recertification, renewal or relicensing, will not be subject to Employer payments as noted above and the employee will be responsible for all associated costs. This shall also apply when a regulatory body requires educational conferences, workshops or courses to be taken to maintain a ticket, license or certificate.

NEW

ARTICLE XX: SHIFT SCHEDULES

XX01 Shift schedules for each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee except as provided for in 1302 (c). Where seven (7) calendar days of such notice is not given the employee, ~~she~~ **they** shall receive payment at the applicable overtime rate for all such work performed.

NOTE: 1302 (c) Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

~~U1806 (a)~~

XX03 Shift Patterns shall, unless otherwise mutually agreed, shall provide for the following:

(a) **Applicable for eight (8) hour shift patterns**

An employee shall not be required to change shifts without first receiving a minimum of two (2) consecutive shifts off duty (minimum 15 hours), unless otherwise agreed to between the employee and the Employer.

Applicable for ten (10) or twelve (12) hour shift patterns

At least two (2) consecutive days off at one time.

In the event the shift pattern is a combination of eight (8) and twelve (12) hour positions, the minimum fifteen (15) hours off between assigned shifts shall continue to apply for those positions with only eight (8) hour shifts.

~~U1806 (b)~~

(b) Alternate weekends off **will be granted** whenever possible or three (3) weekends off in each six (6) week period.

~~U1806 (c)~~

(c) **Applicable to eight (8) hour shift patterns**

No employee shall be scheduled to work more than seven (7) consecutive days (less if reasonably possible). An employee scheduled to work seven (7) consecutive days, will receive every second weekend off and/or consecutive days off.

Applicable for ten (10) and twelve (12) hour shift patterns

~~The shift pattern shall have a maximum of four (4) consecutive shifts.~~

~~U1806 (d)~~

(d) Days off will be consecutive wherever possible.

~~U1806 (e)~~

(e) Where possible and providing there is no additional cost to the Employer, employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift. There shall be at least as great a number of day shifts assigned as there are night (evening) shifts with each ~~standard rotation~~ **shift pattern**. This may be amended if the majority of employees affected are in agreement.

~~U1806~~

(f) A full-time employee who is receiving the minimum of every third (3rd) weekend off and who works the third shift (commencing at or about 1600 hours) on the Friday before that weekend off, shall not be required to return to work until the second shift (commencing at or about 0800 hours) on the Monday following. **Home Care Attendants and Home Support Workers shall have a minimum of every second (2nd) weekend off.**

~~U1810~~

XX04 In cases where a shift commences at a time other than one of those specified in Article ~~4809~~ **713**, the shift shall be considered to be the one in which the majority of hours falls.

XX05	<p>The trial and implementation of “ten” (10) hour, “twelve” (12) hour or combinations of “eight” (8) and “twelve” (12) hour shift patterns shall observe the conditions listed hereinafter:</p>
	<p>(a) i) A meeting of all employees who will be affected by the change in shift length will be held to discuss a tentative shift schedule and proposed commencement date of the trial period.</p> <p>(b) ii) Implementation of the 9.69 (“10”) ten (10) or twelve (12) hour shift schedule pattern on a trial basis will proceed provided that seventy percent (70%) of affected employees are willing to undertake a trial period.</p> <p>(c) iii) The length of the trial period shall be six (6) months in length, or for a shorter period, as mutually agreed between the Employer and the employees affected.</p> <p>(d) iv) Two (2) weeks prior to the completion of the trial period, a meeting of all affected employees and the Employer will be held to evaluate the 9.69 (“10”) hour shift schedule pattern. To continue with the “10 hour” new shift schedule pattern there must be mutual agreement between the Employer and the affected employees.</p> <p>(e) v) The Employer shall advise the Union of any introduction of a “10” ten (10) or twelve (12) hour shift schedule on a trial basis and whether the “10” hour shift pattern will be implemented.</p>
XX05	<p>(b) For 9.69 (“10”) hour shift pattern, full time hours of work shall provide:</p> <p>i) Eight (8) shifts of 9.69 (“10”) hours duration in each biweekly period; or</p> <p>ii) Twenty-four (24) shifts of 9.69 (“10”) hours duration in each three (3) consecutive biweekly periods.</p>
	<p>(c) For 11.625 (“12”) hour shift patterns or combinations of “eight” (8) and “twelve” (12) hour shift patterns, full time hours of work shall provide:</p> <p>i) That there shall be an average of six (6) shifts of 11.625 (“12”) hours duration and one (1) shift of 7.75 hours duration in each bi-weekly period; or</p> <p>ii) That there shall be twenty (20) shifts of 11.625 (“12”) hours duration in each three (3) consecutive bi-weekly periods of the shift patterns ; or</p> <p>iii) That there shall be a combination of shifts of 11.625 (“12”) hours duration and 7.75 hours duration that equal an average of seventy-seven and one-half (77.50) hours bi-weekly averaged over the three (3) consecutive bi-weekly periods in the shift pattern;</p> <p>iv) Coverage of the 11.625 (“12”) hour shifts is to be provided by twelve hours and fifteen minutes (12.25) which includes both paid and unpaid time.</p> <p>v) Where reasonably possible the Employer shall endeavor to schedule a maximum of four (4) consecutive shifts in a row.</p>
	<p>(d) Where payroll limitations exist such that only two (2) decimal points can be entered in regard to shift length, the shift length shall be rounded up to two (2) decimal points.</p>
XX06	<p><u>Relief Positions and Schedules</u></p> <p>The following conditions shall apply to Relief Positions:</p> <p>(a) Relief positions are created by the Employer, the positions shall be posted as per Article 14 and shall include the base location.</p> <p>(b) The rotation shall be a non-recurring rotation and posted as per Article XX01.</p> <p>(c) The job posting will identify that the shift pattern may be different for each posted schedule.</p> <p>(d) Consultation shall occur with the individual employee prior to the posting of the shift schedule.</p> <p>(e) In the event the employee is assigned to more than one site, Transportation reimbursement will be provided in accordance Article 24.</p>
XX07	<p><u>Float Positions and Schedules</u></p> <p>(a) Float positions shall be posted in accordance with Article 14 and shall include the base location (if appropriate) and the unit(s)/site(s) where the employee will work.</p>

	<p>(b) Subject to XX01 and XX04, float schedules shall have recurring shift patterns and are assigned to a unit(s) or site(s) based on patient care requirements.</p> <p>In the event the employee is assigned to more than one site, transportation reimbursement will be provided in accordance with Article 24.</p>
XX08	<p>Reassignment NOT APPLICABLE TO HOME CARE DIRECT SERVICE STAFF OR MENTAL HEALTH PROCTORS</p> <p>In the event that the Employer needs to reassign staff within the site due to operational requirements, they will first look to reassign staff on shift, starting with most junior qualified employee, within the site that are in the same bargaining unit as the classification where the vacancy need exists. If an employee picks up additional hours/shift on a specific unit/client they will not be reassigned.</p>
1811	<p>Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the Department Head or designate and shall not result in overtime costs to the facility, and shall not be unreasonably denied.</p>
<p>ARTICLE 19: OVERTIME</p>	
1901	<p>Overtime shall be the time worked in excess of the daily and or biweekly hours of work as specified in Article 18, or in excess of the normal equivalent full-time hours in the shift pattern schedule in effect in on the department unit/base location/site for both full-time and part-time employees, such time to have been authorized in such manner and by such person as may be authorized by the Employer. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1902.</p>
1902	<p>Effective the date of ratification [insert date]:</p> <p>(a) Employees shall receive one and one-half (1½) two (2x) times their basic rate of pay for the first 3 hours of authorized overtime in any one (1) day.</p>
1902	<p>(c) Employees shall receive one (1x) times their basic rate of pay for authorized overtime due to a missed paid rest period.</p>
1902	<p>(d) All overtime worked on a General Holiday An employee who works authorized overtime on a General Holiday shall be paid at receive two and one-half (2½x) times the employee's basic rate of pay.</p> <p>Part-time employees will not be provided preference for additional hours during the employee's scheduled vacation period.</p>
1903	<p>At the employee's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. At the employee's request, any banked overtime, or portion thereof, shall be paid out at any time on a regular pay cheque. Overtime may be accumulated to a maximum amount equivalent to the full-time hours for their classification for a biweekly period of eighty (80) hours at any one time. Any overtime in excess of that amount shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March 31st of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the employee in the last pay period of the fiscal year on a separate cheque without a surcharge.</p>
E1903	<p>Overtime may be cancelled by the Employer prior to the employee reporting for duty as follows:</p> <p>(a) Except as stated in (b) below, notification for the cancellation of overtime shall be provided a minimum of three (3) hours prior to the commencement of the start of the overtime period.</p> <p>(b) In the event the overtime was authorized within three (3) hours of the commencement of the overtime period, the overtime may be cancelled as soon as reasonably possible.</p> <p>(c) Should the employee report for duty prior to the cancellation of the overtime, the employee shall be paid three (3) hours at overtime rates.</p>

U1904	
E1905	Subject to Article 3103, an employee who is absent on paid time off during her scheduled work week their posted shift schedule shall, for the purpose of computing overtime pay, be considered as if she the employee had worked her their regular hours during such absence.
E1906	(a) Employees working two (2) consecutive full shifts as provided in 1801 will be paid at double time shall receive two (2x) times the employee's basic rate of pay for the second additional shift. (b) For periods of overlap, the employee shall not get the period of overlap paid twice. Employees will receive their basic rate of pay for the period of overlap.
1906	(a) Overtime shall be distributed (offered) as equitably as reasonably possible among employees who have declared their availability and are qualified (for Home Care employees this shall include <u>but is not limited to</u> client continuity, client specific training, gender and/or availability of vehicle) to perform the available work. It is recognized that seniority will be a prioritizing factor in determining an equitable distribution of work. (b) Where, subsequent to the shift being worked, a proven Employer error is identified in relation to the seniority factor, the employee will be scheduled for a shift, similar to the shift that was missed, at a mutually agreeable time within thirty (30) days of confirmation of the error. The shift will be supernumerary at the time of scheduling. (c) No employee shall be required to work overtime against their wishes when other qualified employees are available and willing to perform the required work. When there are no volunteer employees, such duty shall be assigned starting with the most junior employee on site from the unit that is qualified. (d) The Employer and the Union will commence to meet within ninety (90) days of ratification to develop guidelines for such equitable distribution (offering) over prescribed periods within prescribed groups of employees, with seniority as a prioritizing factor. Either party may invoke an expedited mediation/arbitration process to finalize the guidelines. (e) Until such time that the guidelines have been developed, existing practices will remain as is.
1906	<i>The Employer is proposing the creation of an LOU containing the following:</i> The Employer and the Union will commence to meet within ninety (90) days of ratification to develop guidelines for such equitable distribution (offering) over prescribed periods within prescribed groups of employees, with seniority as a prioritizing factor. Either party may invoke an expedited mediation/arbitration process to finalize the guidelines. Until such time that the guidelines have been developed, existing practices will remain as is.
U1907	
E1908	Where a full-time employee is required to report back to work outside her their regular working hours Article SB04 shall apply.
U1908	
E1909	An employee required to work overtime, without advance notice , for a period in excess of two (2) hours immediately following their regular hours of work shall be supplied with a meal at no cost to the employee and if this is not possible, a payment of ten dollars (\$10.00) (effective date of ratification) .
U1909	
E1910	An employee shall not be required to layoff during regular hours to equalize any overtime worked.
U1910	
E1911	Shifts worked when time switches from Central Standard to Daylight Saving Time and vice-versa shall be paid at straight time rates for actual hours worked.

NEW – ARTICLE XX: STANDBY AND CALLBACK

Also see: Article 19: Overtime
Article 20: Premiums
Article 24: Transportation Allowance
Article 31: Special Provisions re. Part-time Employees
Article 33: Special Provisions re. Casual Employees

- SB01** "Standby" shall refer to any period of time duly authorized by the Employer during which an employee designated by the Employer is required to be immediately available by telephone or other contact and may be required to report to work without undue delay.
- SB02** An employee who is designated by the Employer to be on standby, shall be paid an allowance of two (2) hours basic pay for each eight (8) hour period or a pro rata payment for any portion thereof. Shift premiums are not applicable.
- ~~**SB03** The standby premium shall not apply during any period when the employee is performing duties at the worksite.~~
- ~~**SB03** Shift premiums will not be payable while an employee is on standby.~~
- SB03** An employee required to return to work outside of their regular working hours shall be paid at the applicable rate of pay for all hours worked with a minimum of three (3) hours pay. Where the employee is called back within two (2) hours prior to the commencement of their next scheduled shift the employee will be paid at the applicable rate of pay for all time worked prior to the starting time of the next scheduled shift.
- Applicable to SHEO HSC site Trades and Maintenance Groups only:
An employee required to return to work outside of their regular working hours shall be paid at the applicable rate of pay for all hours worked with a minimum of three (3) hours pay and after 2400 hours, a minimum of four (4) hours pay. Where the employee is called back within two (2) hours prior to the commencement of their next scheduled shift the employee will be paid at the applicable rate of pay for all time worked prior to the starting time of the next scheduled shift.
- SB04** When an employee returning on a callback is on route and the callback is cancelled, the employee shall be paid for not less than one (1) hour at straight time rates.

ARTICLE 20: SHIFT AND WEEKEND PREMIUMS

Expansion of shift premiums to all employees.

2001 (a) Evening Shift

Employees required to work the majority of their hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of one dollar (\$1.00) **[one dollar and twenty-five cents (\$1.25) effective the date of ratification]** per hour for that shift.

Effective April 1, 2023, the evening shift premium shall increase to two dollars (\$2.00) per hour.

The evening shift premium shall also be applicable to each hour worked after 1600 hours on a modified day or evening shift during which at least two (2) hours are worked after 1600 hours.

(b) Night Shift

Employees required to work the majority of their hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour **[three dollars and five cents (\$3.05) effective the date of ratification]** per hour for that shift.

Effective April 1, 2023, the night shift premium shall increase to three dollars and fifty cents (\$3.50) per hour.

2002 (a) Shift premiums for employees on permanent evenings, and/or nights shall be payable in addition to basic rate, pay or salary during regular hours, paid vacation, paid income protection, paid leave of absence and the calculation of pre-retirement leave (both lump sum payment or salary continuance).

Regarding Article 2002 (a):

What we are proposing is to move it out of the package on the basis that the parties will agree to create an MOU that maintains the classifications and individuals that are currently covered by a 2002(a) type of clause and provide to maintain the rights they have for the duration of time they remain in an existing classification that is covered by the language and/or the expiration of the collective agreement, whichever occurs first.

U2002 (b)

E2002 Shift Premium and Weekend Premium will not be payable while an employee is receiving overtime rates.

2003 Weekend Premium

A weekend premium of one dollar and ~~thirty-five cents (\$1.35)~~ **sixty-five cents (\$1.65)** per hour shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

Effective April 1, 2023, the weekend premium shall increase to two dollars (\$2.00) per hour.

ARTICLE 21: SALARIES, AND INCREMENTS AND TEMPORARY ASSIGNMENTS

2101 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.

2102 (a) Employees shall be paid every two (2) weeks;

SHEO

Applicable to MATC

and

WCHREO

Applicable to Actionmarguerite (STB), Actionmarguerite (STV), Centre de Santé, Donwood, Fred Douglas, Holy Family, Klinic, Meadowood Manor, Mount Carmel Clinic, Nine Circles, Nor'West, SERC, Southeast PCH, Convalescent Home, Women's Health Clinic

2102 (b) Should an error be made in an employee's pay which results in a loss of at least one (1) normal day's regular pay as referenced in Article 1501, the Employer agrees to issue a manual cheque or direct deposit within seven (7) calendar days after becoming aware of the error upon request from the employee. If the error results in a loss of less one (1) normal day's regular pay, the correction will be made on the next scheduled pay day.

Applicable to all other Employers:

(b) Should an error be made in an employee's pay which results in a loss of at least one (1) normal day's regular pay as referenced in Article 1501, the Employer agrees to issue a manual cheque or direct deposit within ~~three (3)~~ **four (4)** business days after becoming aware of the error, upon request from the employee. If the error results in a loss of less one (1) normal day's regular pay, the correction will be made on the next scheduled pay day.

U2103	2104 Increments for full-time employees shall be due on the anniversary date of the employee's date of employment. Subject to Article 1203 (c) , when an unpaid leave of absence in excess of four (4) weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.
E2105	<p>For WCHREO only: APPLICABLE TO KLINIC COMMUNITY HEALTH, NINE CIRCLES, NOR'WEST CO-OP COMMUNITY HEALTH, MOUNT CARMEL CLINIC, SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA AND WOMEN'S HEALTH CLINIC ONLY</p> <p>In the event that an employee is assigned temporarily to a higher paid position with the same Employer, within the scope of this Agreement to perform for a period in excess of two (2) days and provided the employee carries out substantially all of the duties and responsibilities of the position, she the employee shall be paid the higher of sixty-five (\$0.65) seventy cents (\$0.70) per hour, or the minimum Start rate for the higher classification from the first day of assuming such position with the proviso that at no time will the hourly rate exceed the maximum hourly rate of the position to which she is assigned.</p> <p>For SHEO Facility Support only: APPLICABLE TO HSC SECURITY ONLY</p> <p>In the event the Employer assigns an employee within the bargaining unit to act and perform the duties of some higher classification for a period of greater than six weeks, the employee shall be paid at a step in the higher classification that provides for an increase of at least one increment, if possible, greater than the employee's own current rate of pay.</p> <p>In the event an Officer is designated to "stand in" (2IC) for an absent supervisor he they shall be compensated for each hour worked rounded up to the nearest one quarter (¼) hour at a rate of one dollar (\$1.00) per hour.</p> <p>There shall be one (1) officer designated as eligible for "stand in" (2IC) on each shift. Eligibility for "stand in" (2IC) shall be established by a competitive process effective the date of signing of this Collective Agreement. The existing officers designated as eligible for "stand in" (2IC) shall retain their designation.</p> <p>Applicable to all others: In the event that an employee is assigned temporarily to a higher paid position with the same Employer, within the scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, she the employee shall be paid the higher of sixty-five (\$0.65) seventy cents (\$0.70) per hour, or the minimum Start rate for the higher classification from the first day of assuming such position with the proviso that at no time will the hourly rate exceed the maximum hourly rate of the position to which she is assigned.</p>
205	<p>All retroactive wage and benefit adjustments shall be made payable within one hundred and twenty (120) calendar days of ratification of this agreement. Such payments will be made on a separate deposit from their regular pay.</p> <p>Former employees shall receive any applicable retroactive pay provided they request the retroactive pay from the Employer in writing with their current mailing address no later than ninety (90) days after the ratification date.</p>
2106	"Basic or Regular Salary or Pay" shall mean the rates of pay shown in Schedule "A".
2107	The Employer shall endeavor to have detailed cheque stubs made available one (1) day preceding payday, or earlier if possible.
2109	(a) When an employee reports to work, or is called, and is requested to work in a lower paid classification the employee shall be paid her current rate of pay.
2109	(b) When an employee voluntarily works a shift in a lower paid classification, the employee shall be paid at the same increment step on the lower paid classification as they are paid on their current classification.

2110	In the event that an employee is assigned temporarily to a higher paid position within the jurisdiction of the Employer but which is out of scope of this Agreement and provided the employee carries out substantially all of the duties and responsibilities of the position, the employee shall be paid a premium of forty-eight cents (\$0.48) eighty cents (\$0.80) per hour [effective the date of ratification] .
2111	No employee will be temporarily assigned to a vacant position for more than three months. If after three months the position is still to be filled on a temporary basis, a temporary appointment will be made.
2112	Where an employee is hired who does not possess certain required qualification(s) and where attainment of these qualification(s) is a condition of employment, the employee shall be eligible for increments provided that she/he furnishes proof of enrolment and satisfactory progress towards the completion of the course.
E21XX	<p><u>Telephone calls outside of work hours</u></p> <p>When an employee, whether on standby or not, is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the following shall apply:</p> <p>(a) An employee who has not completed his regular daily or bi-weekly hours of work shall be paid at his basic rate of pay for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at his basic rate of pay for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond 15 minutes shall be compensated at the next higher 15-minute interval.</p> <p>(b) An employee who has completed his regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond (fifteen) 15 minutes shall be compensated at the next higher 15-minute interval.</p> <p>(c) For purposes of calculation as per a) and b) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.</p> <p>(d) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.</p> <p>(e) The parties agree that when an employee, whether on standby or not, is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the telephone consult shall not constitute a call-back to work.</p>
ARTICLE 22: RETIREMENT BONUS	
ARTICLE 22: PRE-RETIREMENT LEAVE	
<i>Not applicable to former MGEU 220</i>	
<i>As part of the package the Employer will agree to expand pre-retirement leave to former community support Home Care Direct Service Staff and Mental Health Proctors effective April 1, 2023.</i>	
2201	Employees retiring in accordance with the following who: <ul style="list-style-type: none"> (a) retire at age sixty-five (65) years; or (b) retire after age sixty-five (65) years; or (c) have completed at least ten (10) years continuous employment with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years; or

	<p>(d) employees who have completed at least ten (10) years continuous service employment with the Employer, whose age plus years of service equal eighty (80);</p> <p>shall be granted retirement bonus paid pre-retirement leave on the basis of four (4) days per year of employment calculated in accordance with Article 2202.</p>
2202	<p>Except as provided in 1209, calculation of retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Facility at the site with the Employer and shall be based on the employee's total seniority on the date of retirement. Calculated as follows:</p> <p style="padding-left: 40px;">Total Seniority on Date of Retirement x 4 days Full-time Hours</p>
2203	<p>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. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.</p> <p>i) For employees retiring under the Civil Service Superannuation plan, in accordance with the provisions of the plan, payment shall be made in a lump sum and the retirement date shall be the last day worked.</p>
2204	<p>Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in this collective agreement.</p>
22XX	<p>Effective date of ratification, where an employee is entitled to pre-retirement bonus in accordance with the conditions listed above, and the employee dies prior to receiving this benefit, it is understood that the pre-retirement bonus benefit shall be paid to their estate.</p>
NEW 22XX	<p>An employee who has received a pre-retirement benefit under the provisions of this article that is re-hired by any Employer that is part of any Employers Organization will not be entitled to receive the pre-retirement benefit again.</p>
NEW 21XX	<p><u>Applicable to Klinik, Mount Carmel, Nine Circles, NorWest, SERC, Women's Health and RCC:</u></p> <p>Conditional on the continuance of funding bodies' policies to reimburse the Employer for pre-retirement leave, the Employer will provide employees with pre-retirement leave in accordance with the provisions of Article 22.</p>
ARTICLE 23: EMPLOYMENT SECURITY, LAYOFF AND RECALL	
U711	
E2301	<p>"Layoff" shall mean the temporary or permanent removal of an employee from active employment status as a result of an employment security notice issued in accordance with Article 23.</p>
NEW Employment Security	
E2301	<p>It is understood that the terms of 2301 shall not be applicable to Home Care Attendants, and Home Support Workers for circumstances arising out of short-term fluctuations in client need or service.</p> <p>(a) The Employer shall notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of staff.</p> <p style="padding-left: 40px;">(i) identification of position; (ii) name of incumbent(s);</p>

(iii) reasons for deletion.

- (b) 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 Union, no later than twenty (20) days after the notification in (a) above.
 - (c) The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after (b) above.
 - (d) The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
 - (e) 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 employee shall be:
 - (i) given the opportunity to fill any current vacancy with the Employer provided they possess the seniority, qualifications and ability to perform the position; or
 - (ii) Article 2304 (b) shall apply.
- Any employee thus displaced shall have the same rights.
- (f) Should the employee choose to not exercise seniority rights under Article 2304 (b) then the employee shall be placed on layoff.
 - (g) In the event of (e) above occurring or in the event of the closure of a Site and in conjunction with (h) below, the Employer will make every reasonable effort to achieve necessary funding for retraining to assist with future employment opportunities.
 - (h) The Employer and Union will also cooperate with other Employers, Unions, the Provincial Health Labour Relations Services, and/or the Government of Manitoba, to participate in the establishment of a broader retraining effort where reasonably possible.

2302 **Layoff**

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

- (a) two (2) weeks' notice for layoff up to eight (8) weeks;
- (b) four (4) weeks' notice for layoff of more than eight (8) weeks.

2303 When reducing staff, senior employees shall be retained, providing their qualifications and ability are sufficient to perform the required duties.

2304 (a) If the layoff is expected to be temporary (of not more than eight (8) weeks' duration), employees shall be laid off in reverse order of seniority within the department affected.

2304 (b) **APPLICABLE TO WINNIPEG-CHURCHILL HEALTH REGION AND SHARED HEALTH REGION EMPLOYER ORGANIZATIONS ONLY**

If the layoff is expected to or actually does exceed eight (8) weeks' duration, an employee shall be entitled to exercise ~~her~~ **their** facility-wide employer seniority ~~to bump~~ **displace an employee into** in any classification within the **bargaining unit at the scope of this agreement site, regardless of EFT**, with the same or lower salary range, provided ~~she~~ **the employee** possesses the qualifications and ability sufficient to perform the required work, or accept layoff.

Where due to seniority level this is not possible, an employee shall then be entitled to exercise their employer seniority to displace an employee in any classification within the other support bargaining unit at the site, regardless of EFT, with the same or lower salary range, provided the employee possesses the qualifications and ability sufficient to perform the required work, or accept layoff.

Any employee thus displaced shall have the same rights.

APPLICABLE TO SOUTHERN HEALTH REGION AND NORTHERN HEALTH REGION EMPLOYER ORGANIZATIONS ONLY

- i) If the layoff is expected to or actually does exceed eight (8) weeks' duration, an employee shall be entitled to exercise ~~her~~ **their** seniority to displace an employee in any classification, **regardless of EFT**, with the same or lower salary range within **the bargaining unit and at the site**, provided ~~she~~ **the employee** possesses the qualifications and ability sufficient to perform the required work, or to accept layoff.
- ii) Where due to seniority level this is not possible, an employee shall then be entitled to exercise ~~her~~ **their** seniority to displace any employee in any classification, **regardless of EFT**, with the same or lower salary range within **the bargaining unit at other sites** comprising the **Employer**, provided **the employee** possesses the qualifications and ability sufficient to perform the required work, or to accept layoff.
- iii) **Where due to seniority level an employee is unable to secure a position within their bargaining unit, they shall then be entitled to exercise their employer seniority to displace an employee in any classification within the other support bargaining unit at the site, regardless of EFT, with the same or lower salary range, provided the employee possesses the qualifications and ability sufficient to perform the required work, or accept layoff.**
- iv) **Where due to seniority level an employee is unable to secure a position within their bargaining unit and site, they shall then be entitled to exercise their employer seniority to displace an employee in any classification within the other support bargaining unit at other sites comprising the Employer, regardless of EFT, with the same or lower salary range, provided the employee possesses the qualifications and ability sufficient to perform the required work, or accept layoff.**

An employee thus displaced shall have the same rights.

- (c) When exercising ~~her~~ **their** seniority, an employee shall not be entitled to displace into more than one established position within the **Employer**.
- (d) For the purpose of interpreting the meaning of "same or lower salary range", it is agreed that classifications will be considered to be the same provided that the maximum of the salary range the employee is considering ~~bumping~~ **displacing** into is within ~~one percent (1%)~~ **three percent (3%)** of the maximum of the salary range for the position currently held by the employee.

2304 (d) Should the employee ~~bump~~ **displace** into a position with a salary range considered to be the same, ~~she/he~~ **the employee** will be paid at the same increment level that ~~she/he~~ **they** currently holds.

2304 (e) **In the event an employee chooses not to exercise their rights under 2304 (b) above, the employee shall be placed on lay off.**

2305 Notice of layoff shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.

An employee who is on layoff shall not be entitled to notice of layoff when **she/he** returns to work on an incidental basis.

U2306/E2309

Notwithstanding Article 3109 (a) **3107** additional available shifts/**hours** shall be offered to an employee on layoff, before part-time and casual employees, provided ~~she~~ **the employee** possesses qualifications and ability sufficient to perform the required work. The employee on layoff will

receive preferential consideration for the assignment of such **additional available shifts/hours** provided that this will not result in ~~her/him~~ **the employee** working in excess of ~~her/his~~ **their previous regular** EFT commitment. Notwithstanding Article ~~4808 (a)~~ **1811**, when an employee does not work part or all of said additional available **shifts/hours**, for any reason, payment shall be made only in respect of hours actually worked.

In the event the employee accepts additional available shifts/hours, the provisions of the Collective Agreement shall be applicable except as modified hereinafter:

- (a) Vacation shall be calculated in accordance with Article 1503 and shall be paid at the prevailing rate for the employee on each pay deposit, and shall be prorated on the basis of hours paid at regular rate of pay;
- (b) Income protection accumulation shall be calculated as follows:

Additional available hours worked by the laid off employee _____ X	Entitlement of Full-time Employee
Full-time Hours	

U2306/E2309

- (c) Seniority shall be calculated in accordance with regular **paid** hours worked;
- (d) The employee shall be paid four-point six two percent (4.62%) **(5.0% effective September 30, 2021)** of the basic rate of pay in lieu of time off on ~~Recognized~~ **General** Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay deposit;
- (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/hours or works in a term position shall not extend the three (3) year period referenced in Article 12. However, an employee on layoff who is recalled into a term position shall retain ~~her/his~~ **their** right to be recalled into a permanent position while working in the term position.
- (g) **Employees working such additional shifts shall retain their increment step for their previous position they had prior to being placed in layoff.**

U2312

E2306 ~~Except for temporary layoffs of up to eight (8) weeks,~~ **In the event of a permanent layoff, accumulated vacation, general holidays, and banked overtime shall be paid out at the time of the layoff. An employee whose layoff is temporary (less than eight (8) weeks) In the event of a temporary layoff, an employee may request to have their accumulated vacation, general holidays and banked overtime paid out. Any remaining hours within these banks will be paid out at the appropriate year end in accordance with the Collective Agreement.**

U2314

E2307 Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

U2314

E2308 Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.

2309 A recalled employee must communicate with the Employer by telephone within seven (7) calendar days of notice of recall being delivered.

Proposing to separate the article, renumbering paragraph one and moving the remainder of the language to article 2313.

E2310 Recall

No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

~~Should a laid off employee be recalled to a term position, the provisions of the collective agreement shall apply as modified hereinafter:~~

~~(a) an employee who is awarded a term position which is of a lesser EFT than what she occupied immediately prior to layoff, shall continue to be entitled to preferential consideration for the assignment of additional shifts in accordance with Article 3110 (a), providing that this will not result in her working in excess of her regular EFT commitment;~~

~~(b) at the expiry of the term position, the employee will return to the recall list;~~

~~(c) any vacation earned during a term position will be paid out at the end of the term position unless the employee secures another position prior to the end of it.~~

U2308

E2311 ~~Laid off employee shall be recalled in seniority order to vacancies in equal or lower EFT status and in equal or lower paid classifications provided they possess qualifications and ability sufficient to perform the required work. Recall shall be made in writing either by personal service or registered mail, or confirmed electronic mail and shall provide for at least one (1) weeks' notice to report back to work. To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with her their current address, and contact information including email address, and further, must inform the Employer of any address changes.~~

E2312 Applicable to Winnipeg-Churchill Health Region and Shared Health Region Employer Organizations Only

Laid off employee shall be recalled in seniority order to vacancies **occurring at the originating site** in equal or lower EFT status and in equal or lower paid classifications provided they possess qualifications and ability sufficient to perform the required work.

Applicable to Southern Health Region and Northern Health Region Employer Organizations Only

Laid off employees shall be recalled in order of seniority to vacancies occurring at the originating site and at other sites **within the Employer**, within a fifty (50) kilometer radius of the originating site. Such recall shall be to vacancies in equal or lower paid classifications and in equal or lower EFT status provided that the employee possesses qualifications and ability sufficient to perform the required work.

This will not preclude the employee from requesting in writing, at the time of layoff or subsequently, recall to sites outside the fifty (50) kilometer radius.

~~Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.~~

~~To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with her current address, and further, must inform the Employer of any address changes.~~

E2313 ~~No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.~~

~~Should a laid off employee be recalled to a term position, the provisions of the Collective Agreement shall apply as modified hereinafter:~~

(a) an employee who is awarded a term position which is of a lesser EFT than what ~~she~~ **the employee** occupied immediately prior to layoff, shall continue to be entitled to preferential consideration for the assignment of additional **available shifts hours** in accordance with Article **3107 (a)** providing that this will not result in **the employee** working in excess of her regular **their previous** EFT commitment;

	(b) at the expiry of the term position, the employee will return to the recall list;
	(c) any vacation earned during a term position will be paid out at the end of the term position unless the employee secures another position prior to the end of it.
2315	The right of an employee who has been laid off to be rehired recalled under this Agreement will be forfeited in the following circumstances:
	(a) if the employee did not communicate with the Employer as specified in 2309 2314 , or;
	(b) if the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer, or;
	(c) a thirty-six (36) month period has elapsed since the initial date of layoff.
U2313	
E2316	The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that they decline employment in a lower classification or lower EFT than she the employee held prior to layoff, shall not terminate for failure to report for duty in that instance.
ARTICLE 24: TRANSPORTATION ALLOWANCE	
2401	If the Employer requires an employee to:
	(a) Arrive at or leave the Facility between 0001 and 0600 hours and if she does they do not have her their own transportation and if public transportation is not readily available, the Employer will reimburse the employee for taxi fare.
2401	(b) Employees required to return to the worksite on a callback shall be paid the prevailing Province of Manitoba mileage rate per kilometer for use of their own personal vehicle subject to a minimum of four dollars (\$4.00) and a maximum of twenty-five dollars (\$25.00) return trip or reimbursed taxi fare/Uber-type to and from the worksite subject to a maximum of twenty-five dollars (\$25.00).
2401	<u>Not applicable to Home Care Direct Service Staff or Mental Health Proctors</u>
	(c) (i) Use her their own personal vehicle during the course of their duties, for Employer business which has been pre-authorized by the Employer, the employee shall be reimbursed in accordance with the applicable prevailing Province of Manitoba mileage rates with a minimum of four dollars (\$4.00) per return trip.
	(ii) Where employees are required, on a regular basis, to use their own personal vehicle during the course of their duties, for Employer business which has been pre-authorized by the Employer, to travel to meetings and appointments within the community area, often within a few kilometers or less, the parties agree that the minimum payment per trip shall not apply.
24XX	<u>Escort Duty</u>
	An employee reporting for work for and/or assigned to escort duty shall be paid at the appropriate rate of pay for time worked involved with the patient, with a minimum guarantee of three (3) hours pay. Where such escort duty results in the employee being away from the work site for 4 hours or more, upon presentation of an appropriate receipt, the employee shall be reimbursed up to a maximum of \$10.00 for the purchase of a meal.
ARTICLE 25: NOTICE OF TERMINATION OF EMPLOYMENT	
2501	An employee may terminate her their employment by giving two (2) four (4) weeks' written notice, exclusive of vacation.
	Employees wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which an employee will perform his or her regular duties.

2502	Employment may be terminated with lesser notice or without notice: (a) by mutual agreement between the Employer and the employee, or (b) during the probationary period of an employee without recourse to the grievance procedure, or (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
2503	The Employer may give equivalent basic pay in lieu of notice.
2504	Subject to other provisions contained in this Agreement relative to termination of employment, the Employer will make available all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement on the pay deposit applicable to the pay period in which the termination date has occurred. Where an employee's employment is terminated by the Employer, the Employer will make available within ten (10) calendar days after termination, all amounts due to the employee including unpaid wages and pay in lieu of unused vacation time.
NEW 2505	The employee agrees to return all equipment, keys, identification, uniforms, and other items belonging to the Employer upon termination.
ARTICLE 26: DISCIPLINE AND ACCESS TO PERSONNEL FILES	
2601	An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Chief Operating Officer Senior Administrative Officer as determined by the Employer or designate. Such employee shall be advised promptly in writing, either by registered mail or personal service, of the reason for dismissal or suspension, with a copy being sent to the Union Representative.
2602	In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative if she they so desires.
2603	If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.
2604	Upon written request, an employee shall be given the opportunity to examine any document which is placed in her their personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her the employee , and her the employee's reply to any such document shall also be placed in her their personnel file. Upon written request the employee shall also receive an exact electronic copy of any document forming part of her their file at her their own expense. The Employer shall endeavor, where reasonably possible, to provide the copy within three (3) business days.
2605	An employee accompanied by a Union representative if she the employee so elects, may examine her their personnel file on request within seven (7) calendar days. She The employee shall have recourse to the grievance procedure to dispute any derogatory entry in her their personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
2606	An employee required by the Employer to attend a disciplinary, investigative and/or attendance support meeting outside of their regular scheduled hours shall be compensated at the appropriate rate of pay for the duration of the time the employee is in attendance at the meeting.
2607	There shall be one (1) personnel file maintained by the Employer for each employee. <u>Applicable to WRHA-Churchill Health Region Employer Organization only:</u> There shall be one (1) personnel file maintained by the Employer site for each employee.
NEW	<i>From MGEU 113/WRHA – Home Care Attendants/Home Support Workers – Section I, Art. 11</i>

26XX	<p>Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.</p>
ARTICLE 27: COMMITTEES	
2701	<p><u>Labour/Management Committee</u> The parties agree to establish a joint Labour/ Management committee to deal with matters of mutual concern as may arise from time to time, including unresolved workload concerns as specified and documented.</p>
2702	<p>2701 (b) The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed eight (8) members. The local Union committee may at any time have a representative from the Canadian Union of Public Employees.</p>
2303	<p>E2701 (c) The Committee shall meet at least quarterly and/or when required at a mutually agreeable time within ten (10) calendar days of written notice being given by either party a mutually agreeable time at the request of either party subject to ten (10) calendar days' notice being given but not less than quarterly unless otherwise mutually agreed. An agenda will be prepared by the calling party with input from the other party and shall be distributed four (4) five (5) calendar days prior to the meeting taking place.</p>
2704	<p>E2701 (d) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.</p> <p>The parties agree that it is within the jurisdiction of the Labour/Management Committee to review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.</p>
2702	<p><u>Workplace Safety and Health Committee</u></p> <p>(a) A joint union/management Workplace Safety and Health Committee, as per the Workplace Safety and Health Act, shall be established to examine all aspects of safety and health within the workplace having regard for:</p> <ul style="list-style-type: none"> i) The number of employees in the workplace; ii) The type of work performed in the workplace and the degree of hazard involved; iii) The complexity of the workplace operations, and the size, location and nature of the workplace. <p>The size of the committee shall be determined taking into account the factors listed above. Each party shall appoint their representatives.</p>
2702	<p>(c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices within the workplace. The duties of the committee include, but may not be limited to:</p> <ul style="list-style-type: none"> i) the receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers; ii) participation in the identification of risks to the safety and health of workers or other persons, arising out of or in connection with activities in the workplace;

- iii) the development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;
- iv) cooperation with the occupational health service, if such a service has been established by the Employer;
- v) cooperation with a safety and health officer who is exercising his duties under The Workplace Safety and Health Act;
- vi) the development and promotion of programs for education and information concerning safety and health in the workplace;
- vii) the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee; and
- viii) such other duties as may be specified in The Workplace Safety and Health Act regulations.

2705 Workplace Safety and Health Committee

(b) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with *The Workplace Safety and Health Act* of Manitoba and will comply with *The Workplace Safety and Health Act* of Manitoba;

2705 (d) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members and posted on appropriate bulletin boards.

2705 (e) Recommendations for corrective actions for unresolved issues shall be referred, in writing, to the Senior Administrative Officer as determined by the Employer (or designate) and a response shall be provided to the Workplace Safety and Health Committee within a reasonable period of time.

2706 Violence in the Workplace

The Employer and the Union agree that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.

Any employee, who believes a situation may become abusive, shall report same to the immediate supervisor. Every reasonable effort will be made to rectify these situations to the mutual satisfaction of the parties.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual. Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

ARTICLE 28: TECHNOLOGICAL CHANGE

2801 Technological change shall mean the introduction by an Employer into ~~his~~ **their** work, undertaking or business of equipment or material of a different nature or kind than that previously used by ~~him~~ **the Employer** 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 **adversely** affect the classification of employees in the bargaining unit:

(a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

	<p>(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.</p> <p>(c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either Party to arbitration as provided for under the terms of this agreement.</p>
2801	<p><u>Applicable to WCRHEO Riverview Site only:</u></p> <p>(d) An employee who has availed themselves of the Employer's retraining program shall receive her former salary on a red-circled basis for a maximum of fifty-two (52) pay periods or until the salary of the new classification reaches their former rate, whichever occurs first.</p>
2802	<p><u>Transfer Arrangements</u></p> <p>An employee who is displaced from her their job as a result of technological change shall be given an opportunity to fill any vacancy at the site of current employment for which she the employee has the seniority and for which she the employee has the qualifications and ability to perform. If there is no vacancy, within the site of current employment, the employee will be given the opportunity to fill a vacancy within the same Employer within a fifty (50) kilometer radius of the originating site for which the employee has the qualifications and ability to perform. This shall not preclude the employee from requesting consideration for vacancies with the same Employer outside the fifty (50) kilometer radius. If there is no vacancy, she the employee shall have the right to displace employees with less seniority in accordance with the layoff procedure specified in this agreement provisions of Article 2304.</p>
2803	<p><u>Training Benefits</u></p> <p>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.</p>
<p>ARTICLE 29: UNIFORM AND PROTECTIVE CLOTHING</p>	
2901	<p>(a) Where employees are not provided a uniform by the Employer, but are required to wear a uniform while on duty, the Employer shall provide such employee with a uniform allowance of eight cents (\$0.08) [ten cents (\$0.10) effective the date of ratification] per hour for all hours worked.</p> <p>(b) When an employee is receiving the above allowance, the uniform must conform to the standards established by the Employer. The employee will be responsible for the purchasing, laundering and maintaining of said uniform.</p> <p>(c) When an employee is provided a uniform, the Employer may elect to launder, alter and/or maintain the uniform. Where the Employer does not elect to launder, alter and/or maintain the uniform, the employee will be responsible for the laundering, altering and maintenance of the uniform. If uniforms provided become damaged or are no longer presentable during the course of their duties, the Employer will replace said uniform piece. All such items remain the property of the Employer and must be accounted for upon request and returned on termination or transfer to a classification where they are no longer required, or the cost of same will be deducted from the employee's regular or final pay deposit.</p>
2903	<p>In accordance with the <i>Workplace Safety and Health Act</i>, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety and personal protective equipment where required.</p>
U2904 3002	<p>In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for same in accordance with the Facility's policy.</p>

- (a) In recognition of the fact that, as a direct result of performing their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation, following documentation of and receipt of the incident, conditional upon ~~hospital~~ **the Employer's** procedures and policies having been followed. The validity of such compensation payment will be determined by the Employer.
- (b) **Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.**

3003 Where the Employer requires that **CSA approved safety shoes footwear** be worn, the employee shall be provided with a safety shoes footwear allowance to a maximum of one hundred dollars (\$100) per year [effective the date of ratification one hundred ~~and twenty-five~~ **thirty-five (\$135)** dollars every twelve (12) months or two hundred ~~and fifty~~ **seventy** dollars (**\$270**) every twenty-four (24) months] upon presentation of a ~~receipt~~ **satisfactory proof of purchase and provided that the footwear purchased is appropriate for the risk associated with the workplace.**

New employees will receive the allowance upon completion of their probationary period. An employee must wear safety shoes footwear at all times while at work.

Notwithstanding the above, where the Employer provides a voucher to the employee to use towards the purchase of safety footwear, no safety footwear allowance shall be payable.

ARTICLE 30: EMPLOYEE BENEFITS

U3002 Dental Plan

(a) **APPLICABLE TO THE HSC AND CCMB ONLY**

~~The conditions of the current dental plan will be maintained until August 31. For work done on or after September 1, 2002 the plan will pay a percentage of basic and major dental expenses in accordance with the 2002 Manitoba Dental Association fee schedule. For work done after January 1, 2003. The current dental plan will pay a percentage of basic and major dental expenses in accordance with the Manitoba Dental Association fee schedule in place at the time the services are provided.~~

(b) **APPLICABLE TO ALL SITES EXCEPT HSC, CCMB AND RIVERVIEW HEALTH CENTRE**

The Parties agree that during the life of this Agreement, the HEB Manitoba (Healthcare Employee Benefit Plans) sponsored Dental Plan will be cost-shared on a 50/50 basis.

U3003/E3002

Healthcare Employee Benefit Plans (HEB) Disability and Rehabilitation Plan

The HEB Manitoba Disability and Rehabilitation Plan shall continue to be implemented for all eligible employees. The Employer will contribute to a maximum of 2.3% of base salary to fund the HEB Manitoba Disability and Rehabilitation Plan.

The Parties agree that income protection credits and Workers Compensation benefits will be used to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.

It is understood that the elimination period for the HEB Manitoba Disability and Rehabilitation plan is one hundred and nineteen (119) calendar days.

3004	<p>i) The Parties agree to participate in the HEB Manitoba Pension Plan in accordance with its terms and conditions including established contribution rates as set out in the HEB Manitoba Pension Plan Trust Agreement, HEB Manitoba Pension Plan text and other applicable written policies and guidelines.</p> <p>ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.</p> <p>iii) In the event that the contributions required by the HEB Pension Plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.</p>
E904	<p>All employees transitioned to the Regional Health Authorities from the Civil Service will remain in the Government of Manitoba benefit plans consistent with those in place in the Civil Service at the time of the employee's transition to the RHA receiving Employer. These benefit plans currently include the Dental Plan, Long Term Disability Plan, Ambulance and Hospital Semiprivate Plan (AHSP), Group Extended Health Plan, Group Life Insurance Plan, Pension Plan, and the Vision Care Plan, and will be "grandparented" "legacied" to those plans for the duration of their employment with the Employer.</p> <p>All future changes to Benefit Plans negotiated in the Civil Service shall be applicable to the employees who are "grandparented" "legacied" to these plans. The Employers agree to notify the Union as soon as the Employer is made aware of any benefit changes.</p>
3005	<p><u>Extended Health Care Plan:</u></p> <ul style="list-style-type: none"> • All employees who are enrolled or become enrolled in accordance with the options set out below will be in the HEB Manitoba "Enhanced" Extended Health Care Plan. • New employees will, as a condition of employment, be required to participate in the "Enhanced" Plan subject to plan text enrolment requirements unless they are eligible to waive participation in accordance with the plan text. • Plan premiums will be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee. <p>Any other enrolment changes will be as per the HEB Manitoba plan text.</p>
3005	<p><u>Health Spending Account (HSA):</u></p> <ul style="list-style-type: none"> • Effective April 1, 2010, A Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available to top up the existing benefits provided in the HEB Manitoba Disability "Enhanced" Extended Health Benefit Plan and the HEB Manitoba Dental Plan. • The annual HSA benefit amounts shall be: <ul style="list-style-type: none"> - \$700 for full-time employees; - \$350 for part-time employees. <p>April 1, 2010: _____ \$250 for full-time employees* \$125 for part-time employees April 1, 2011: _____ \$500 for full-time employees* \$250 for part-time employees</p>

- *For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if ~~she/he~~ **the employee** has been paid by the Employer for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.
- A “year” or “the annual HSA benefit” is defined as the calendar year – January 1st to December 31st.
- In order to be eligible for the HSA an employee must be enrolled in the “~~Enhanced~~” Extended Health Care Plan.
- New employees ~~hired on or after April 1, 2010~~, who become enrolled in the “~~Enhanced~~” Extended Health Care Plan will commence HSA coverage following one (1) year participation in the “~~Enhanced~~” Extended Health Care Plan.

Unutilized HSA monies are not carried over to the subsequent year.

U3006/E906

Premiums when on Unpaid Leave of Absence (LOA)

Employees will pay the Employer’s and the employee’s share of Group Health, Dental, Group Life and Disability & Rehabilitation (D&R) when on any 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 employee’s wages are being paid by the Employer, the Employer will pay the Employer’s share of the premiums on the condition the employee is paying their share.

APPLICABLE TO RIVERVIEW HEALTH CENTRE ONLY

903

30XX Group Life Insurance Plan

The following summary explains the main features of the Group Life Insurance Plan. It should be used as a guide only. The Group Insurance Plan Bylaw 5644/91 must be consulted for the purpose of interpreting or applying the provisions of the program.

(a) Commencement of Insurance

On the first day of the pay period after he becomes a member of the Plan.

(b) Amount of Insurance

The amount of insurance on the life of each employee participating in the Plan is equal to one, three or four times his yearly earnings rate.

For this purpose each employee’s yearly earnings rate shall be determined by using the following procedure:

- (i) if a Member is employed in a permanent position, the Member’s average Earnings for the thirteen (13) Pay Periods immediately prior to the date as at which the calculation is being made. If the Member did not receive Earnings in each of these thirteen (13) Pay Periods, the Member’s Earnings for the period covered by these Pay Periods shall be divided by the number of Pay Periods for which the Member received Earnings; or

- (ii) if the Member is employed in a temporary position, the Member's Earnings for the twenty-six (26) Pay Periods immediately prior to the date as at which the calculation is being made, divided by twenty-six (26);

Each employee will be insured for an amount of insurance equal to two times his yearly earnings rate unless he indicated that he wants the amount of insurance to be equal to one or three times the yearly earnings rate.

(c) Termination of Insurance

Each employee's insurance terminates on the last day of the pay period in which he terminates service, unless he is receiving a pension from the Civic Employees' Pension Plan. If he is receiving a pension he can continue to be insured. The Plan provides for a Group Term Conversion Privilege. Please contact the Board for information.

(d) Amount of Insurance after Pension Commences

- (i) Prior to age 65:
If he is not receiving a disability pension but has retired, fifty percent (50%) of the amount of the insurance in effect on his life immediately prior to retirement (but only with respect to one or two times yearly earnings).
- (ii) After age 65 and prior to age 70:
Twenty-five percent (25%) of the amount of insurance in effect on his life immediately prior to retirement (but only with respect to one or two times yearly earnings).
- (iii) After age 70:
Fifteen percent (15%) of the amount of insurance in effect on his life immediately prior to retirement (but only with respect to one or two times yearly earnings).

(e) Death Benefit

Your group life insurance will be paid in a lump sum to your designated beneficiary or estate in the event of your death.

(f) Disability

While receiving a disability pension from this Plan, disability income from a group insurance policy issued to the City, or in receipt of periodic payments from Workers Compensation, provided a member has not yet attained age 65 and has paid all contributions which have become due, the amount of insurance will be determined in accordance with Section (b) above.

~~903-(A)~~ (g) Who Pays for the Cost of My Insurance?

You and the Centre share the cost.

While you are employed in a permanent position, you will contribute:

- (1) .125% of your biweekly earnings, if you elect to be insured for one (1) times your yearly earnings rate.
- (2) .25% of your biweekly earnings, if you elect to be insured for two (2) times your yearly earnings rate, and

(3) the entire cost of the additional insurance equal to one (1) times your yearly earnings rate, if you choose to be insured for three (3) times your yearly earnings.

The cost of the additional insurance is:

Age of Employee	New Rates			
	Additional 1 Times Annual Earnings for a Total of 3 Times Annual Earning		Additional 2 Times Annual Earnings for a Total of 4 Times Annual Earning	
	Smoker	Non-Smoker	Smoker	Non-Smoker
Under 30	.04%	.02%	.08%	.04%
30 – 34	.06%	.03%	.12%	.06%
35 – 39	.08%	.05%	.16%	.10%
40 – 44	.12%	.06%	.24%	.12%
45 – 49	.20%	.10%	.40%	.20%
50 – 54	.32%	.17%	.64%	.34%
55 – 59	.65%	.33%	1.30%	.66%
60 – 64	1.17%	.59%	2.34%	1.18%
65 – 70	1.69%	.86%	3.38%	1.72%

APPLICABLE TO RIVERVIEW HEALTH CENTRE ONLY

903

30XX Pension Plan

- (a) The Parties agree to participate in the Winnipeg Civic Employee Benefits Program (the “Program”) and to be bound by its terms and conditions, including any applicable trust agreements, plan texts or other governance documents, written policies and guidelines. The Program shall consist of the Winnipeg Civic Employees’ Pension Plan, the Winnipeg Civic Disability Plan and the Winnipeg Civic Employees Early Retirement Arrangement;
- (b) Any disputes with respect to member benefits under the Program shall not be subject of the grievance and arbitration procedure under this Agreement, but shall be subject to adjudication under the terms of the Program documents and such procedures that the Program Trustees may adopt from time to time, or such procedures as may otherwise be available at law.

SECTION III – CITY OF WINNIPEG – Section III is applicable to WCHREO Riverview Health Centre (RHC) site only for both the community and facility support collective agreements.

July 6/22

Union proposed to delete and bring under the HEB Benefits.

Women’s Health Clinic – LTD

They are already under HEB Pension and Benefits. Union proposes to end practice of 50/50 cost share and revert to Employer paid.

Applicable to the NHREO Thompson

Union proposed to delete and bring under the HEB.

Applicable to the Shared Health CCMB site.

Industrial Alliance

Thompson Hospital – Union proposed to delete and bring under the HEB.

ARTICLE 31: SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES

U3108

E3101 Assignment

A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement in consultation with the Union. **At no time shall a part-time employee accrue seniority or benefits greater than full-time equivalent for their classification in accordance with Article 1801 (e.g. 1885, 1950, 2015 and 2080 hours) in any one year.**

U3101

E3102 Income Protection in Case of Illness

NOT APPLICABLE FOR HOME CARE ATTENDANTS, HOME SUPPORT WORKERS, INTEGRATED SUPPORT WORKERS AND HOME CARE REHABILITATION AIDES:

(a) Part-time employees shall accumulate income protection credits on a pro rata basis, in accordance with this formula.

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

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

3103 Annual Vacations

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

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

(b) Part-time employees may select and take vacation only for the amount of vacation hours accrued, up to their EFT, in accordance with the hours earned in (a) above.

(c) A part-time employee is only able to use accrued vacation for time off up to their established EFT. Vacation pay accrued above the employee's established EFT in accordance with (a) will be taken as vacation payout at the employee's basic rate of pay at the beginning of each vacation year.

(d) Unless otherwise specified, vacation pay for part-time employees shall be for the full shift taken.

(e) Unless otherwise specified, all accrued vacation not taken during the vacation year shall be paid out by March 31st of each fiscal year.

U3105

E3104 General Holidays

- (a) Part-time employees will be paid four-point six two percent (4.62%) **(5% effective September 30, 2021)** of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular pay deposit.
- (b) **Where a recognized holiday falls on a part-time employee's normally scheduled day of work, and the employee is not scheduled to work due to service reductions, the Employer, at the request of the employee, will endeavor to schedule an equivalent number of hours within the pay period payable at straight time rates. This request must be made prior to the date of the recognized holiday and is subject to availability of work and shall not be unreasonably denied.**

U3106

E3105 Overtime

(a) **Eight (8) Hour or Less Shift Patterns**

Part-time employees shall be entitled to overtime rates in accordance with Article 1902 (a), (c) and (d) when authorized to work in excess of the daily or biweekly hours of work as specified in Article 1801 or the normal equivalent full-time hours in the biweekly pay period as per each unit/ base location/site as specified in Article 1901.

(b) **Applicable to "10" and "12" Hour Shift Patterns**

Part-time employees shall be entitled to overtime rates in accordance with Article 1902 (a), (c) and (d) when authorized to work in excess of the daily or biweekly hours of work as specified in Article 1801 or the normal full-time hours in the posted shift schedule in effect on each unit/base location/office as specified in Article 1901.

U3107

E3106 Increments

Salary increments for part-time employees will be granted after the completion of the appropriate equivalent full-time **annual** hours of work with the Employer **as specified in Article 1801** until the maximum of the appropriate salary schedule is attained.

E3107 Assignment of Additional Hours

- (b) It is further understood that such additional hours shall be offered only to the extent that they do not incur any overtime costs to the Employer.

APPLICABLE TO HOME CARE ATTENDANTS, HOME SUPPORT WORKERS, INTEGRATED SUPPORT WORKERS AND HOME CARE REHABILITATION AIDES ONLY:

Any additional hours assigned to a part-time employee may be cancelled prior to its commencement and the employee is not entitled to be paid for those assignments.

E3107 Assignment of Additional Hours

U(b)

- E(c) Should the part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, **the employee** will henceforth be offered additional hours at the sole discretion of the Employer.

3107

- (a) **Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are qualified and able to perform the required duties (for Home Care employees this shall include but is not limited to client continuity, client specific training, gender and/or availability of vehicle). Such additional hours shall be distributed (offered) as equitably as reasonably possible. It is recognized that seniority will be a prioritizing factor in determining an equitable distribution of work.**

	<p>(b) Where, subsequent to the shift being worked, a proven Employer error is identified in relation to the seniority factor, the employee will be scheduled for a shift, similar to the shift that was missed, at a mutually agreeable time within thirty (30) days of confirmation of the error. The shift will be supernumerary at the time of scheduling.</p> <p>(c) The Employer and the Union will commence to meet within ninety (90) days of ratification to develop guidelines for such equitable distribution (offering) over prescribed periods within prescribed groups of employees, with seniority as a prioritizing factor. Either party may invoke an expedited mediation/arbitration process to finalize the guidelines.</p> <p>(d) Until such time that the guidelines have been developed, existing practices will remain as is.</p>
3107	<p><i>The Employer is proposing the creation of an LOU containing the following:</i></p> <p>The Employer and the Union will commence to meet within ninety (90) days of ratification to develop guidelines for such equitable distribution (offering) over prescribed periods within prescribed groups of employees, with seniority as a prioritizing factor. Either party may invoke an expedited mediation/arbitration process to finalize the guidelines.</p> <p>Until such time that the guidelines have been developed, existing practices will remain as is</p>
E3107	(d) Where a part-time employee is unable to work all or part of additional casual shift hours for any reason, payment shall be made only in respect of hours actually worked.
E3107	U(c) E(e) Additional hours worked by a part-time employee shall be included when determining an employee's seniority, accumulated vacation pay, accumulated income protection credits, pre-retirement leave and general holiday pay in accordance with Article 3101.
E3107	U(d) E(f) No benefits other than those referenced in (c) above shall be based on additional hours.
E3107	U(f) E(g) A part-time employee who works additional available hours in a lower paid classification shall be remunerated in accordance with Article 1405. An employee who works additional available hours in a higher classification shall be remunerated in accordance with Article 1404 (a).
E3107	U(e) E(h) When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 1408, the employee shall be entitled to income protection benefits and bereavement leave.
E3107	E(i) Part-time employees will not be provided preference for additional hours during the employee's scheduled vacation period, income protection, or any other period of paid or unpaid leaves of absence.
E3107	(j) The Employer and the Union agree that this Article shall not prevent the Employer from offering a maximum of two (2) shifts to a part-time employee per calendar month only when the Employer has identified that an employee requires the shift(s) to retain skills within a secondary classification. It is further understood that this shall be an exception to the rule, therefore where the Union advises the Employer that such shift(s) have been offered to an individual employee on a more frequent basis then is deemed acceptable, the Parties shall meet to negotiate a mutually agreed upon resolve.
E3107	U(g) E(k) When part-time employees are offered and accept additional shifts that are outside the regularly assigned schedule, it shall not be construed as a change of shift or eligible for overtime payments, unless the employee works in excess of the daily or biweekly hours of work, as specified in Article 18.
U3110	
3108	<u>Callback</u>

	A Part-time employees required to report back to work outside her of their regular working hours shall be paid at the applicable rate of pay for all hours worked or a minimum of three (3) hours whichever is greater. Where an the employee is called in within two (2) hours prior to the commencement of her their next scheduled shift, she the employee will be paid at the applicable rate of pay for all time worked prior to the starting time of the next scheduled shift.
3109	Part-time employees shall be entitled to leave as identified within the provisions of Article 17.
ARTICLE 32: SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES OCCUPYING MORE THAN ONE POSITION	
3201	<u>Occupying More Than One Position – Concurrent Employment</u>
	Notwithstanding the provisions provided elsewhere in this Agreement, it is agreed that the following will apply to employees occupying more than one (1) part-time position. It is understood that the occupying of more than one (1) position may occur within the site(s) of the Employer.
3201	(a) Part-time employees shall be eligible to apply for and be awarded more than one (1) part-time position. Where it is determined that it is not feasible for the successful applicant to work in more than one position, the successful applicant will have the option of assuming the position applied for and relinquishing her their former position. If approved it is understood that at no time will the arrangement result in a violation of this Agreement or additional cost to the employer.
	(b) At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT.
	(c) Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time (i.e. the status will not be converted to full-time), and the provisions of Article 31 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.
3204	(d) All salary and benefit plans shall be applied on the basis of all regular hours worked.
3205	(e) Seniority, vacation, income protection and retirement bonus shall be accrued on the basis of regular hours worked.
	(f) Requests for scheduling of such absences as vacation, paid or unpaid leaves of absence shall be submitted to each department/site supervisor/manager and will be considered independently based on the operational requirements of each department/site. An employee on an approved vacation in one position, and working in the second position shall be paid at straight time rates for regular hours worked in that position.
	(g) Employees taking on an additional position will be subject to a four three (3) month trial in accordance with Article 1403.
	(h) Where an approved arrangement is subsequently found to be unworkable by the Employer, upon two (2) weeks' written notice, the affected employee will be required to relinquish one of the positions occupied. The employee shall have the option of being offered additional available shifts hours in the same occupational classification and at the same site where the position was relinquished and in the same manner as laid off employees are offered such shifts under Article 2306 2310 . Such preferential consideration shall apply for a period of one year or until such time as the employee secures an alternate position, whichever occurs first.
	(i) Where an approved arrangement is later found to be unworkable by the employee, she the employee shall be required to give two (2) weeks' written notice, exclusive of vacation, that she the employee wishes to relinquish one of the positions held.
	(j) The provisions of 1806 XX03 (b) may be waived by mutual agreement between the Employer and the employee.
ARTICLE 33: SPECIAL PROVISIONS RE: CASUAL EMPLOYEES	
<i>Propose renumbering, standardizing and amending the language as follows:</i>	
U3301	
E3201	"Casual employee" shall mean a person who replaces an absent employee or is called in to supplement staff coverage in emergency situations . The terms of this Agreement shall not apply to such casual employee, except:
	(a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.

(b)	Casual employees shall be paid not less than the start rate of the position to which they are assigned.
ii)	Salary increments for casual employees will be granted after the completion of the appropriate equivalent full-time hours of work with the Employer until the maximum of the appropriate salary schedule is attained.
(c)	Casual employees shall be entitled to the shift premium(s) outlined in Article 20.
(d)	Casual employees required to work on a recognized general holiday shall be paid at the rate specified in Article 1602.
(e)	Casual employees shall be entitled to compensation for overtime worked in accordance with Articles 1901 and 1902 (a), (c) and (d).
(f)	Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees as stated in Article 2
(g)	The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
(h)	In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
(i)	Casual employees reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at her their basic rate of pay.
(j)	Casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where the casual employee does not achieve permanent status, accrual of seniority shall also include any hours worked in a term position or hours worked in the probationary period of a permanent position. Where a vacancy is not awarded to a permanent full-time or part-time employee in accordance with Article 1202, the position shall be awarded to the most senior casual applicant within the site subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record. The seniority hours accrued during the period of casual employment shall not be carried over to a permanent employment.
(k)	Casual employees will be paid four point six two percent (4.62%) five percent (5%) effective September 30, 2021 , of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular pay deposit.
(l)	A full-time or part-time employee who resigns and who, within thirty (30) calendar days, is rehired as a casual employee shall be paid at the same increment step as she the employee received in her their former position.
(m)	Articles 10 and 11 herein apply only with respect to the terms of this article.
NEW	
ARTICLE XX: REPRESENTATIVE INDIGENOUS REPRESENTATIONAL WORKFORCE	
XX01	Health services across Manitoba are provided in facilities located on the original lands of First Nations and Inuit peoples, and on the homeland of the Métis Nation. Manitoba's health authorities respect that First Nations treaties were made on these territories and we dedicate ourselves to collaborate in partnership with First Nations, Inuit, and Métis peoples in the spirit of reconciliation.
XX02	The Union and the Employer agree with the goal of achieving a representative workforce for First Nations, Métis, and Inuit ("Indigenous") peoples who are significantly underrepresented in the health workforce. Additional actions are needed to promote and facilitate employment of Indigenous persons in health care occupations at all levels. The parties shall work collaboratively to:
(a)	Develop strategic initiatives and programs that:
	<ul style="list-style-type: none"> • Foster mutual respect, trust, equity, open communication, and understanding; • Focus on recruiting, training, and career development of Indigenous staff; • Identify workplace barriers that may be discouraging or preventing Indigenous staff from entering and remaining in the workforce; • Foster reconciliation in race and cultural relations; • Promote the elimination of anti-Indigenous racism in the healthcare system.

- (b) Promote and publicize initiatives undertaken to encourage, facilitate, and support the development of a representative workforce;
- (c) Implement educational opportunities for all employees to promote awareness of cultural diversity with an emphasis on Indigenous peoples. This will include enhanced orientation sessions for new employees to ensure a culturally safe environment. Anti-racism education will be offered.

XX03 Truth and Reconciliation

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

ARTICLE XX: LOSS OF TOOLS/EQUIPMENT

APPLICABLE TO TRADES, BIOMEDICAL ENGINEERING AND IMAGING EQUIPMENT TECHS ONLY

- XX01 The Employer agrees to supply employees with all necessary tools or equipment in order that employees can carry out their duties with the Employer and make replacements as necessary.
- XX02 Employees shall not use their own personal tools in the performance of their duties with the Employer.
- XX03 Employees who utilize hospital supplies, tools and equipment shall be expected to make every effort to maintain them in good working condition and to assure that they are reasonably secure from theft or loss. Should tools or equipment be stolen the employees will not be responsible for any associated costs.

NEW

ARTICLE XX: SPECIAL PROVISIONS RE. HOME CARE **DIRECT SERVICE STAFF WORKERS**

XX?? Application of the Available Work Period

- (b) Availability for the Available Work Period as defined in Article 717 (b) shall be:
 - an extra 30 minutes of availability beyond the unpaid meal break for those paid 8 hours;
 - an extra 45 minutes of availability beyond the unpaid meal break for those paid 5.0 to 7.5 hours;
 - an extra 60 minutes of availability for those paid 3.0 to 4.5 hours ~~two (2) hours to a maximum of nine and one-half (9½) daily hours.~~

AWP:01

Where the Employer is already scheduling client assignments consecutively, the Employer will continue to schedule as consecutively as possible, in accordance with **AWP:02** below;

AWP:02

Client assignments will be scheduled consecutively, unless client needs or the need to provide services necessitates an assigned task being completed at a specific period of time;

AWP:03

Where an unscheduled period is necessary in the consecutive scheduling of assignments, that is due to client specific needs or the need to provide services as referenced in **AWP:02** above, said unscheduled period will be no less than fifteen (15) minutes in length;

AWP:04

<p>Where an unscheduled period is scheduled as referenced in AWP:03 above, the unscheduled period will be unpaid and will be considered part of the “Available Work Period” for that day;</p>
<p>Awp:05 Where an unscheduled period is scheduled as referenced in AWP:03 above, but is less than fifteen (15) minutes in length, the unscheduled period shall be considered to be part of the client assignments and the unscheduled period of less than fifteen (15) minutes will be paid and treated as time worked.</p>
<p>AWP:06 Where legitimate unforeseen circumstances arise that necessitate the employee work beyond their scheduled hours, without an opportunity to obtain prior authorization, the employee shall document same on their time sheet to substantiate the reason for the additional work. Payment for the additional work, at the appropriate rate of pay, shall not be unreasonably denied.</p> <ul style="list-style-type: none"> • For those paid 8 hours – at most need to be available for an extra 30 minutes beyond unpaid meal break; • For those paid 5.0 to 7.5 hours – at most need to be available for an extra 45 minutes beyond unpaid meal break; • For those paid 3.0 to 4.5 hours – at most need to be available for an extra 60 minutes.
<p>AWP:07 The Employer has the right to assign work within the available work period of an employee in order to maintain their respective EFT. The available work period on any given day will be available for the scheduling of work.</p>
<p>AWP:08 Daily hours of work may fluctuate due to changing client needs but the bi-weekly EFT will be maintained.</p>
<p>SSO:01 <u>Shift Schedules and Operation</u> Shift schedules, including the available work period within which work will be scheduled, will be established for each employee and maintained. Each employee’s work schedule (i.e., client assignment) will be provided to him or her in writing on a bi-weekly basis. When changes to the assignments are made these shall be communicated verbally by the Resource Coordinator or designate with as much notice as possible.</p>
<p>SSO:02 (a) The Employer will contact employees who have indicated they are available for additional shifts/hours on their days of rest. (b) The Employer will may contact all employees on their days of rest only in those instances where the matter is urgent or it pertains to information which must be conveyed prior to the start of the next shift. (c) If the Employer reschedules/adds an assignment to an employee’s shift which alters their start time, the employee shall be notified of their updated start time prior to the close of their previous shift, subject to SSO:02 (b)</p>
<p>SSO:03 <u>Shift Schedules and Operation</u></p> <p>The total client assignment on any given workday shall not be less than one (1) paid hour or more than eight (8) paid hours within the available work period and may include the requirement to work a split shift.</p> <p>SSO:04</p> <p>Anticipated daily hours of work may be staggered. Notwithstanding, the Employer will endeavour to create consistent and predictable shifts. Where necessary to meet the EFT hour commitment of an employee or to maintain provision of service, an employee may be temporarily reassigned to other work of another Community Office base location for which they are qualified. It is understood that such reassignment will only occur within a fifty (50) kilometre radius of the originating Community Office base location unless a greater distance is mutually agreed between the Employer and the employee. Should reassignment as contemplated above not be possible, the employee shall receive pay for the scheduled hours not worked. Travel time and mileage will be paid to the employee in accordance with the Collective Agreement.</p> <p>Where an employee is unable to complete their assignment due to client circumstances, the following will apply:</p>

- (i) "Cancelled Assignments" occur when the employee arrives at the client residence and the client is not home, or, the employee is notified of a cancelled assignment that day:
 - (a) The employee must call in to the appropriate office.
 - (b) If alternate work is available at that time they will be reassigned.
 - (c) If no alternate work is available, the employee will be paid for the cancelled assignment.
- (ii) "Rescheduled Assignments" occur when it becomes known that the client will not be available for an assignment on another calendar day:
 - (a) Alternate work will be provided within the available work period on the days remaining within the current pay period.
 - (b) The assignment will be as close to the employee's existing work schedule, as client/operational requirements permit.
 - (c) If no alternate work is available within the remainder of the pay period, the employee will be topped up for the pay period for the missed assignment.
- ~~(ii) Where it becomes known that the client will not be available for an assignment on the next calendar day:

 - ~~(a) Alternate work will be provided which may not be at the exact same time as the client assignment but will be within the employee's window of availability on that day.~~
 - ~~(b) The rescheduled assignment will be as close to the employee's existing work schedule, as client/operational requirements permit.~~
 - ~~(c) If no alternate work is available, the employee will be paid for the duration of the cancelled assignment.~~~~
- (iii) Travel time and other expenses shall be paid as applicable.

XX **Downtime**

- (a) Downtime shall be paid at straight time rates in order to achieve a Home Care Attendant's guaranteed EFT but shall not be considered time worked for the purpose of qualifying an employee for overtime.
- (b) Hours actually worked in a day shall not be recorded for accounting purposes in another day in order to avoid overtime.
- (c) If a Home Care Attendant is given an administrative task which is not part of their regular assignment and performs that task during downtime, the time taken to perform that task shall be considered as time worked.

~~UXX05~~ **Transportation**

HCTR:01

Where an employee is authorized to use their privately-owned vehicle on the Employer's business the employee shall be reimbursed in accordance with **the applicable** rates paid by the Province of Manitoba contained in the Government Employees' Master Agreement (GEMA) for all travel between work locations. Where the Employer requires the employee to use their personal vehicle or where the employee's schedule is based on the use of a vehicle, the use of the privately-owned vehicle shall be deemed to be authorized.

Note: Effective October 1, 2007 and thereafter, GEMA unreduced rates for distance up to 10,000 km per year to apply to all travel.

HCTR:02

The Employer shall reimburse the employee for any distance travelled:

- (a) Greater than eight (8) kilometers to the first work assignment;
- (b) Greater than eight (8) kilometers to home from the last work assignment.

~~UXX05-3.~~

HCTR:03

Transportation

Where bus transportation is approved for travel between work locations employees shall be reimbursed transit expenses and travel time as per Article 24.

~~UXX05-4.~~

HCTR:04

Taxi fare shall be reimbursed for all travel on the Employer's business between the hours of 24:00 (midnight) and 06:00. Upon approval from the Employer, in instances where an employee takes a taxi for safety or other reasons, the employee shall be reimbursed for the fare.

~~UXX05-5.~~

HCTR:05

Travel time between work locations shall be considered time worked.

~~UXX05-6.~~

HCTR:06

Travel time from the employee's home to the first work assignment of the day shall also be considered time worked but only where:

- (a) The first assignment is to report to a client's residence, rather than to the designated base location to which the employee normally reports; and
- (b) The client's residence is more than twenty-four (24) kilometers away from the base location and from the employee's home.

~~UXX05-7.~~

HCTR:07

Travel time from the last work assignment of the day to the employee's home shall also be considered time worked but only where:

- (i) The last assignment is at a client's residence, rather than at the designated base location to which the employee normally reports; and
- (ii) The client's residence is more than twenty-four (24) kilometers away from the base location and the employee's home. Employees required by the Employer to attend a training course shall be paid at their regular hourly rate for all classroom hours.

~~UXXP5-8.~~

HCTR:08

- (a) Where an employee travels by bus between assignments on a split shift, the employee shall be reimbursed bus fare and the normal time that would have been scheduled for travel between the assignments as if they were contiguous.
- (b) Where the employee is authorized to use their privately owned vehicle on a split shift the employee shall receive:
 - (i) Paid mileage at the appropriate rate for the distance between the assignments; and
 - (ii) Travel time as if the assignments were contiguous.
- (c) Where an employee is assigned a split shift with one (1) client, the employee shall be eligible for transportation cost and travel time to and from the client for the second and any subsequent assignments on the same day.

Training and Education

HCTE:01

Where the Employer requires an ~~employee classified at the HCA1 level~~ **uncertified Health Care Aide** to take the HCA training course at an **institution** ~~Red River Community College, University College of the North, Assiniboine Community College or any other HCA Training Course~~ approved by the Employer, ~~then~~ the employee shall be entitled to the benefits under Article **TEXX**.

HCTE:02

Where an employee successfully completes an Employer approved HCA Training Course the employee shall be eligible for a promotion to the **HCA2 certified Health Care Aide** level. Effective the first of the bi-weekly pay period, following the date the Employer is notified of the successful completion, the employee shall be promoted to the **HCA2 certified Health Care Aide** level.

NEW

ARTICLE XX: SPECIAL PROVISIONS RE. NORTHERN EMPLOYEES

NEW

XX Unless provided for otherwise in this Article XX **[this article]**, eligibility for provisions provided for under this Article are applicable **only to those employees who reside and work above the 53rd parallel.**

XX01 **Northern Leave**

An additional five (5) days paid Northern Leave shall be granted to a full-time or part-time employee during the vacation year. This amount will be pro-rated on regular hours worked for part-time employees. Northern Leave requests may be submitted beginning May 1st in respect to those credits accrued in the prior year, or may be submitted at any time throughout the year, as discretionary days. The allocation of vacations with pay under the provisions of Article 15 shall have priority over the allocation of Northern Leave. Northern Leave credits must be taken by April 30th, and will only be paid out in extenuating circumstances. **Upon written request being received by the manager sixty (60) days prior to April 30th, an employee may carry over up to five (5) days Northern Leave which shall be used in the subsequent year. Such days shall be paid out if not taken by the end of the vacation year to which they were carried over.**

Note: The Employer proposes to maintain as Schedule "D" of the relevant collective agreements.

Bi-Weekly Remoteness Allowance

Remoteness Allowance shall be paid to employees subject to the following eligibility criteria and conditions:

(A) **Eligibility Claim**

An eligibility claim for the payment of dependant(s) ~~or non-dependant single~~ rate of allowances shall be submitted to the Employer when first requesting the allowance, and renewed thereafter, if requested by the Employer or when any change in dependant claims.

(B) **Non-Dependant Single or Dependant Allowance**

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

1. The employee shall be supporting one or more dependants where a dependant includes:

- a ~~marital partner~~ **a spouse or common-law spouse including same sex partner**, living with and dependant on the employee for main and continuing support;
 - an unmarried child under eighteen (18) years of age;
 - an unmarried child over eighteen (18) years of age but under twenty-one (21) years if in full-time attendance at school or university or similar educational institution;
 - an unmarried child of any age ~~if mentally or physically challenged with a mental or physical disability~~, provided such a child is dependent on the employee for support.
2. There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement between the marital partners must have been in existence for at least one (1) year prior to the application for dependant's rate.
 3. Where both spouses ~~or common-law partners~~ are employees of the ~~Northern Regional Health Authority and/or Departments/Agencies~~ **Employer** to which these eligibility criteria apply, the dependant rate shall be paid to one ~~partner spouse or common-law partner~~ **partner spouse or common-law partner** only and the other ~~partner spouse or common-law partner~~ will not receive either the Dependant or ~~Non-Dependant Single~~ **Non-Dependant Single** rate of Remoteness Allowance, ~~or the employees can receive one-half of the dependant rate each.~~

(C) Location and Residence

The Remoteness Allowance ~~paid will be the allowance applicable to the particular location in the Northern Region~~ **paid will be the allowance applicable to the particular location in the Northern Region** applicable to the **location at which the employee has established their residence and maintains a family home is normally that which prevails, since the residence would be within normal daily travel distance to the employee's work site. In any case where the employee does not have a residence established on a continuing basis in relation to their work site the location of the employee's work site as established by the employer, shall be considered the location for Remoteness.**

(D) Hourly Rated Personnel Calculation of, and Eligibility for, Daily Rates

Remoteness Allowances are to be determined separately from hourly wage rates.

Remoteness Allowances are to be considered on a daily basis i.e., 1/10th of the biweekly rate, up to a maximum amount for the biweekly period, In addition, the employee shall receive 1/10th of the bi-weekly rate for every day the employee is at work irrespective of the number of hours worked, so long as a minimum of one hour is worked that day.

~~Except for employees hired on a "if, as and when" basis, Remoteness Allowances are to be considered on a daily basis (i.e., 1/10th of the biweekly rate, up to a maximum amount for the biweekly period), for the following conditions:~~

- ~~i) For each day the employee is at work irrespective of the number of hours worked;~~
- ~~ii) For each day that the employee is recognized as being on "standby"; or~~
- ~~iii) In order to qualify for the daily rate, an employee hired on an "if, as and when" basis, would be required to work one-half (.5) or greater of the normal working hours (i.e., seven and three quarters (7.75) hours in any one day).~~

(E) Limitations

The Remoteness Allowances for the various sites for ~~non-dependant or dependant~~ **employees who are single or supporting dependant(s)** as indicated, represent a maximum monthly taxable allowance relative to paid employment. They are payable during ~~paid general~~ **paid general** holidays and vacations taken during continued employment, ~~during authorized paid sickness leave and as limited in paragraph "D" above or while receiving income protection benefits.~~ They are not payable during period of absence without pay, ~~not payable at "time and a half" or other premium pay scales, nor included as part of regular earnings in calculation of vacation wages on termination of employment nor while being paid at overtime rates or receiving any other premiums, nor included as part of regular bi-weekly earnings in calculation of vacation days earned upon termination of employment.~~

The Employer and the Union further agree that the intent and application will be applied and paid on the same basis as the Provincial Government employees and that any change to this Remoteness Allowance which is made by the Provincial Government will equally affect all employees covered under the scope of this Agreement.

(F) Rates

The bi-weekly Remoteness Allowances relative ~~are to each location at single and dependant~~ **rates are as follows:**

Effective April 1, 2017:

<u>Location</u>	<u>Dependant</u>	<u>Single</u>
Berens River	\$287.82	\$165.01
Churchill	\$277.95	\$168.64
Cormorant	\$162.28	\$103.48
Cranberry Portage	\$139.05	\$87.61
Cross Lake	\$309.48	\$178.90
Flin Flon	\$120.32	\$74.85
Gilliam	\$247.25	\$149.59
Ilford	\$369.40	\$211.44
Leaf Rapids	\$190.85	\$118.47
Lynn Lake	\$197.10	\$119.32
Nelson House	\$210.72	\$128.67
Norway House	\$275.27	\$157.41
Oxford House	\$334.51	\$191.37
Pikwitonie	\$269.87	\$161.65
Sherridon	\$219.77	\$134.80
Snow Lake	\$165.10	\$102.63
The Pas	\$112.91	\$69.01
Thicket Portage	\$269.29	\$161.23
Thompson	\$179.76	\$126.31
Wabowden	\$230.72	\$157.45
Waterhen	\$142.55	\$89.16

Effective March 31, 2018:

<u>Location</u>	<u>Dependant</u>	<u>Single</u>
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Berens River	\$290.70	\$166.66
Churchill	\$280.73	\$170.33
Cormorant	\$163.90	\$104.51
Cranberry Portage	\$140.44	\$88.49
Cross Lake	\$312.57	\$180.69
Flin Flon	\$121.52	\$75.60
Gilliam	\$249.72	\$151.09
Iford	\$373.09	\$213.55
Leaf Rapids	\$192.76	\$119.65
Lynn Lake	\$199.07	\$120.51
Nelson House	\$212.83	\$129.96
Norway House	\$278.02	\$158.98
Oxford House	\$337.86	\$193.28
Pikwitonie	\$272.57	\$163.27
Sherridon	\$221.97	\$136.15
Snow Lake	\$166.75	\$103.66
The Pas	\$114.04	\$69.70
Thicket Portage	\$271.98	\$162.84
Thompson	\$181.56	\$127.57
Wabowden	\$233.03	\$159.02
Waterhen	\$143.98	\$90.95

Effective September 29, 2018:

<u>Location</u>	<u>Dependant</u>	<u>Single</u>
Berens River	\$293.61	\$168.33
Churchill	\$283.54	\$172.03
Cormorant	\$165.54	\$105.56
Cranberry Portage	\$141.84	\$89.37
Cross Lake	\$315.70	\$182.50
Flin Flon	\$122.74	\$76.36
Gilliam	\$252.22	\$152.60
Iford	\$376.82	\$215.69
Leaf Rapids	\$194.69	\$120.85
Lynn Lake	\$201.06	\$121.72
Nelson House	\$214.96	\$131.26
Norway House	\$280.80	\$160.57
Oxford House	\$341.24	\$195.21
Pikwitonie	\$275.30	\$164.90
Sherridon	\$224.19	\$137.51
Snow Lake	\$168.42	\$104.70

The Pas	\$115.18	\$70.40
Thicket Portage	\$274.70	\$164.47
Thompson	\$183.38	\$128.85
Wabowden	\$235.36	\$160.61
Waterhen	\$145.42	\$90.95

UXX04

EXX03 Northern Isolation/Retention Allowance

The Parties agree that a Northern Isolation/Retention Allowance shall be payable in a lump sum annually to all eligible employees with greater than two (2) years of employment from their last date of hire as determined on March 31st of each year (including full-time, part-time and casual) as follows:

(a) i) Applicable @ The Pas, Flin Flon, Snow Lake, Sherridon, and Cormorant

- Effective April 1, 2016 \$1,000.00 for each full-time employee
- **Effective April 1, 2023 \$5,000 for each full-time employee**

ii) Applicable @ Thompson, Gillam, Leaf Rapids, Lynn Lake and Bay Line communities

- Effective April 1, 2016 \$1,000.00 for each full-time employee
- **Effective April 1, 2023 \$6,250 for each full-time employee**

iii) Applicable @ Churchill

- Effective April 1, 2016 \$1,000.00 for each full-time employee
- **Effective April 1, 2023 \$6,250 for each full-time employee**

(b) The above amount shall be prorated on the basis of all regular hours worked or paid in the previous twelve (12) month period (April 1st of the previous year to March 31st of the current year). For an employee to be eligible for any portion of the annual lump sum amount, they must be employed as of March 31st of the current year.

(c) The Parties further agree that such lump sum payment shall be provided to applicable employees within one full (1) pay period of the last date of the bi-weekly period following March 31st of each year. This lump sum payment shall be paid on a separate deposit without a surcharge.

ARTICLE 34: INSURANCE COVERAGE

3401 The Employer shall provide liability insurance coverage under the terms and conditions of the insurance provider.

ARTICLE 35: OVERPAYMENTS

3501 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:

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

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

U3502 The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.

Where the value of overpayment is ten percent (10%) or less of the employee's normal biweekly gross earnings and is less than one hundred and fifty dollars (\$150.00), a detailed breakdown and a proposed recovery schedule will be included with the letter to the employee and a copy provided to the Union.

For payments that exceed ten percent (10%) of the employee's normal biweekly gross earnings and is more than one hundred and fifty dollars (\$150.00), a detailed breakdown of the error will be included with the letter and a meeting will be scheduled with the employee and the Union **upon request** to discuss a proposed recovery schedule as soon as practicable.

E3502 **"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.**

- 3503 (a) All under deductions are considered to be an accounts receivable and will be deducted from an employee's wages when discovered by the Employer.
- (b) 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. The proposed deduction is made over a period of time that is the same as the length of the under deduction.
- (c) 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.
- (d) Employee Benefit Forms / Under Deduction
An employee failing to submit their benefit and/or pension forms on a timely basis or to ensure appropriate notification prior to a return from leave of absence may result in an under deduction.

In order to initiate or maintain continuity of benefits and pension contributions, under deductions will be corrected as soon as possible with the Employer and the employee making their required contributions.

Failure to do so may negate the availability of these benefits to the employee or may result in the employee having to provide evidence of proof of insurability to the benefit provider.

LETTERS OF UNDERSTANDING (presented by Union)
Preamble
LOU #3 – Impact of Hours of Work Reduction on Pension Plan
LOU #4 – Amnesty from Provincial Wage/Hours of Work Reduction Legislation
LOU #5 – Reasonable Accommodation/Return to Work
LOU #6 – Redeployment Principles
LOU #7 – Weekend Work (Health Sciences Centre, Shared Health Diagnostic Services only)
LOU #8 – Staff Mobility within CUPE
LOU #9 – Representational Indigenous Work Force
LOU #11 – Recruitment, Retention and Education Fund (RREF) APPLICABLE TO THE WCHREO, NHREO AND SHEO ONLY
LOU #12 – Recruitment, Retention and Education Fund (RREF) APPLICABLE TO SHREO ONLY
LOU #13 – HEB Pension or Benefit Plan Improvements
LOU #15 – Maintenance Supervisors Inclusion (Health Sciences Centre)
LOU #16 – Maintenance Supervisors (Health Sciences Centre)
LOU #26 – Housekeeping Weekends (Actionmarguerite – St-Boniface) (S. Bonneteau)
LOU #27 – Inclement Weather (WCHREO – Churchill Site Only)
LOU #35 – Job Sharing
LOU #37 – Long Service Pay APPLICABLE TO RHC ONLY
LOU #41 – Former Civil Service Employee Benefits Plans (WRHA – Community Programs [MGEU 220])
LOU #42 – Civil Service Pension Plan (CSSB) Vacation Carryover for CSSB Pension Plan Purposes
LOU #47 – Definition of “50 Kilometre Radius” for the Purposes of the C.A.
LOU #48 -Switchboard/Admitting Responsibility Pay (in NRHA)
LOU #50 – Monitor Room Operators – Position Discontinuation
LOU #52 – Horse Power Rating
LOU #57 – Trades and Maintenance APPLICABLE TO TRADES AND MAINTENANCE AT HSC, SOGH, GRACE HOSPITAL, DEER LODGE CENTRE, VICTORIA HOSPITAL, CONCORDIA HOSPITAL
LOU #58 – Home Care Direct Service Staff – Cellular Phones (NHREO, SHREO, WCHREO)
<i>Note: To be included only in the Shared Health Facility Support Collective Agreement</i>
LOU #59 – Re. Article 2701 – Labour/Management Committee – APPLICABLE AT HSC SITE ONLY
LOU #60 – Compensation for Temporary Transfer of Employees
LOU #61 -Travel Outside of the Employee’s Workday Applicable to CCMB – Nuclear Medicine/Clinical Engineering – Medical Physics (Former MAHCP Grievance Resolution)
LOU #63 – Christmas/New Years Preference APPLICABLE TO THE NRHA ONLY (CUPE LOCAL 8600)
LOU #XX – Standard Issue Uniform Parts Applicable to Shared Health Employers Organization – Health Sciences Centre site only

LETTERS OF UNDERSTANDING (presented by Employers)
#ER-1 – Flex Time (Klinic Community Health, Mount Carmel Clinic , Nine Circles Comm. Health Centre, Nor’West Co-op Community Health, Sexuality Education Resource Centre Manitoba, Women’s Health Clinic)
LOU #ER-2 – Increase in EFT
LOU #ER-5 – French Language (All Employers Organization)
LOU #ER-6A – French Language (St. Boniface Hospital)
LOU #ER-6B – French Language Services Qualifications for Employees Hired prior to January 1, 1998 APPLICABLE TO ACTIONMARGUERITE SAINT-BONIFACE ONLY
LOU #ER-7A – THE APPLICATION OF THE LINGUISTIC POLICY AT: <ul style="list-style-type: none"> • Centre de santé Notre Dame Health Centre – Hôpital Notre-Dame Hospital and Centre de Santé – Foyer Notre Dame (<i>I’ve amended the names to match what is in Schedule “B” – Carmelle</i>) • Centre de Santé St. Claude Health Centre • Hôpital Ste-Anne Hospital • Centre médico-social De Salaberry District Health Centre and Repos Jolys
LOU #ER-8 – Reference to Standardization Committee During Term of Agreement NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION SHARED HEALTH EMPLOYERS ORGANIZATION SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION WINNIPEG -CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATIONS
NEW LOU #ER-9 re. Vacation Accrual per CUPE Article 1503 – Nine Circles only
NEW LOU #ER-10 re. Vacation Accrual per CUPE Article 1503 – Klinic only
NEW LOU #ER-11 re. Vacation Accrual per CUPE Article 1503 – SERC only
NEW LOU #ER-12 re. Vacation Accrual per CUPE Article 1503 – WRHA-Churchill Site only
LOU #ER-13 re. Re: Article 20 – Severance Pay WCHREO – Separate MOUs for Community Support and Facility Support - Applicable at WRHA Community former MGEU 220 collective agreement only
LOU #ER-14 – MOU Post Ratification Implementation
LOU #ER-15 re. Casual Seniority
LOU #ER-16 – Uncertified Health Care Aide Extended Orientation (NRHA)
LOU #ER-17 – One to One Attendant (NRHA)
LOU #ER-18 – Application of Seniority – Vacancy Selection – Article 1202 APPLICABLE TO THE NHREO, SHEO, SHREO AND WCHREO FACILITY SUPPORT AND COMMUNITY SUPPORT COLLECTIVE AGREEMENTS
LOU #ER-19 – Article 102 (A) - Work of the Bargaining Unit (NHREO, SHEO, SHREO, WCHREO)
LOU #ER-20 – Classification of Lead Hand APPLICABLE TO HSC SITE ONLY
LOU #ER-21 – Shop Head Competition(s) APPLICABLE TO THE ST. BONIFACE HOSPITAL SITE ONLY
LOU #ER-22 – Memorandums and Letters of Understanding (NHREO, SHEO, SHREO, WCHREO)
<i>LOU number #22 used twice</i>

LOU #ER-22 – Standardization of Annual Hours of Work
<i>LOU number #23 used twice</i>
LOU #ER-23 – Standardization of Annual Hours of Work for Power Engineers to 2080 Annual Hours
LOU #ER-24 – Statement of Intent – Management of Seniority Pre and Post HSBURA
<i>LOU number #24 used twice</i>
LOU #ER-24 – Provincial Multi-Union Support Sector Mobility
#ER-25 – Expansion of Income Protection Benefits for Full-time and Part-time Home Care Direct Service Staff
LOU #ER-MED-2 – Long Service Step Expansion (20-year Step)
LOU #ER-MED-3 - Health Care Aide Salary Scale Step 6
LOU #ER-MED-4 – Provincial Multi-Union Support Sector Advisory Committee
LOU #ER-MED-5 – Provincial Multi-Union Support Sector Wage Standardization Fund
LOU #ER-MED-6 – Provincial Multi-Union Support Sector Joint Market Adjustment Task Force
LOU #ER-MED-7 – Employer Statement of Intent – Market Adjustment and Wage Standardization – Monetary Proposal
LOU #ER-MED-9 – Maintenance of Wage Standardization
LOU #ER-MED-10 – Manitoba Home Care Employees Benefit and Pension Trust Fund
LOU #ER-MED-11 – Provincial Multi-Union Referrals from the CUPE Support Sector Tables
LOU #ER-MED-12 – Severance Pay
LOU #ER-MED-13 – Course Attendance LOU APPLICABLE TO ALL FORMER OEM TRADES EMPLOYEES AT CONCORDIA HOSPITAL, DEER LODGE CENTRE, GRACE HOSPITAL, MISERICORDIA HEALTH CENTRE, REHABILITATION CENTRE FOR CHILDREN, SEVEN OAKS GENERAL HOSPITAL, HEALTH SCIENCES CENTRE AND FORMER MGEU TRADES EMPLOYEES AT ST. BONIFACE HOSPITAL ONLY
LOU #ER-MED-14 – Signing Bonus
LOU #ER-MED-15 – Uniforms and Protective Clothing APPLICABLE TO THE FORMER IUOE TRADES AND MAINTENANCE GROUP ONLY SHEO – HSC SITE ONLY, WCHREO – CONCORDIA HOSPITAL, DEER LODGE CENTRE, GRACE HOSPITAL, MISERICORDIA HEALTH CENTRE AND SEVEN OAKS GENERAL HOSPITAL SITE ONLY
LOU #UNION -MED-16 – Academic Allowance APPLICABLE TO NUCLEAR MEDICINE (CAMRT and RTNM designations) APPLICABLE TO THE SHEO FACILITY SUPPORT BARGAINING UNIT CANCERCARE SITE ONLY APPLICABLE TO FORMER MAHCP EMPLOYEES EMPLOYED AS OF THE DATE OF RATIFICATION ONLY
LOU #ER-MED-17 – Article 29 – Uniforms APPLICABLE TO ALL FORMER OEM TRADES UNITS ONLY
LOU #ER-MED-18 – Part-time Employees – Access to Income Protection and/or Bereavement Leave on Additional Available Shifts/Hours APPLICABLE TO HSC, GRACE HOSPITAL AND FORMER CUPE DSM LABS
LOU #ER-MED-19 – Multi-union Recognition/Retention Bonus
<u>Schedule “A” – Wage Increases</u> Effective April 1, 2017 – 1.25% Effective April 1, 2018 – 1.25% Effective April 1, 2019 – 1.4% Effective April 1, 2020 – 0.5% Effective April 1, 2021 – 1.2% Effective April 1, 2022 – 2.0%

Effective April 1, 2023 – 2.0%

For collective agreements expiring on a date other than March 31, 2017, the general wage increases may be adjusted.

Note: All general wage increases proposed are subject to the impacts of any market adjustment or standardization negotiations which may occur in this round of bargaining.

LONG SERVICE STEP

1. Effective October 1, 2014, (October 1, 2012, for all nursing/professional-technical classifications as per existing LOUs) 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 twelve (12) consecutive months.
2. Employees who do not meet the above criteria on October 1, 2014, 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 continuous calendar years of service in an EFT position (full-time, part-time, or term).

SMc:cbc/cope 491
07-Sep-22

CUPE
MEMORANDUM OF SETTLEMENT

between
the Canadian Union of Public Employees (CUPE)
and the
Employers represented by Provincial Health Labour Relations Services (PHLRS)
Errors and omissions excepted
AUGUST 29, 2022
LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #18A
Hours of Work and Shift Schedules

HEALTH SCIENCES CENTRE – CLINICAL TECHNOLOGY GROUP (Former OE987)

RE: NINE-HOUR SHIFT

This is to certify that **the Employer and the Union** mutually agree to implement a nine (9) hour shift for the Biomedical Engineering Technologists, Senior Biomedical Engineering Technologist, Surgical Instrument Repair Technicians and Senior Surgical Instrument Repair Technician. ~~Working the modified 9-hour shift shall result in the employees having every second Friday off.~~

1. The regular working hours shall be based on an average of thirty-eight point seven five (38.75) hours per week and the modified workday shall not exceed a shift of eight point six seven (8.67) hours in any one day.
2. For the purpose of calculating benefit entitlements such as general holidays, vacation accumulations, income protection accumulation, pre-retirement leave, and compassionate leave, one (1) day shall be considered as seven point seven five (7.75) hours and one (1) week shall be considered as thirty-eight point seven five (38.75) hours.
3. Compensation of authorized overtime shall be paid at the rate provided in the Collective Agreement.
4. ~~Employees who work on their regular day of rest shall be paid at Premium rates will be paid in accordance with the Collective Agreement for the actual hours worked.~~
5. General holidays for which premium rates apply will continue to be paid at premium rates for the actual hours worked on any holiday.
6. There shall be two (2) twenty (20) minute rest periods during each nine (9) hour shift.
7. Credits for time-off in lieu of general holiday(s), vacations, income protection, compassionate leave, or pre-retirement leave worked in accordance with the provisions of Article **22** ~~2402~~, shall be reduced by the actual number of hours utilized.
8. **Any changes to this Letter of Understanding or the regular hours of work for the Clinical Technology Group is subject to the Employment Security Process under Article 23 unless mutually agreed otherwise by the Parties.** ~~This Memorandum, however, shall not prevent trial and implementation of changes in shift length, if mutually agreed between a majority of employees whose schedule is affected, and the Employer.~~
9. All other provisions of the Collective Agreement not specified in this **Letter of Understanding** shall apply to the specified classifications.

LETTER OF UNDERSTANDING #18E
Hours of Work and Shift Schedules

ACTIONMARGUERITE (SAINT-BONIFACE)

RE: 12-HOUR SHIFT FOR MAINTENANCE ENGINEERS

The Employer and the union agree that implementation of a 12-hour shift schedule for Maintenance Engineers during the winter months is necessary to provide a safe environment for residents and staff. (Start and end dates may vary depending on weather.) The following is applicable to the 12-hour shifts:

- (1) A full-time employee will work one hundred fifty-six (156) hours per four-week schedule to be paid at straight time per actual hours worked.
- (2) Statutory holidays and vacation will be paid and accumulated as per Collective Agreement.
- (3) Shift premium will be paid as follows:
 - Evening differential between 15:30 and 23:30;
 - Night differential between 23:30 and 07:30.
- (4) Hours of work are:
 - Day shift 07:30 to 19:30
 - Night shift 19:30 to 07:30
- (5) Weekend premium to be paid from Friday 23:30 to Sunday 23:30.
- (6) Should the Employer be unable to grant time off prior to March 31st for employees banking overtime and general holidays which occur between January 1st and March 31st, such employees shall be entitled to be paid out for such time or upon receipt of a written request, the Employer, at its sole discretion, will consider a carryover of the above time from one (1) year to the following year.

**LETTER OF UNDERSTANDING #18F
Hours of Work and Shift Schedules**

MISERICORDIA HEALTH CENTRE

RE: HOURS OF WORK – POWER ENGINEERS 2nd CLASS

This is to certify that the above Parties mutually agreed to a twelve (12) hour shift schedule for Power Engineers 2nd Class working rotating shifts. This Agreement shall form part of the Collective Agreement between the Parties.

The attached shift schedule rotates every twelve (12) weeks and may be amended by mutual agreement between the Employer and a majority of the affected Power Engineers 2nd Class working rotating shifts.

1. Hours of Work

(a) The regular working hours for Power Engineers 2nd Class working rotating shifts shall be twelve (12) hours in one (1) day or an average of eighty (80) hours per biweekly period, inclusive of meal breaks. The difference between eleven and one-quarter (11¼) hours per day and twelve (12) hours per day shall be paid to Power Engineers 2nd Class working rotating shifts at one and one-half (1½) times the regular rate of pay.

(b) The Maintenance Power Engineers 2nd Class will work a three (3) week cycle as follows:

i) First Week	Monday – Wednesday	7½ hours/day
	Thursday	12 hours/day
	Friday	7½ hours/day
ii) Second Week	Monday – Thursday	7½ hours/day
	Friday	Day off
iii) Third Week	Monday – Wednesday	7½ hours/day
	Thursday	12 hours/day
	Friday	7½ hours/day

The above will apply except where the Maintenance Power Engineers 2nd Class is required to work as a Relief Power Engineer during periods of illness, vacations or for other periods of absences of the Power Engineers 2nd Class working rotating shifts, per the attached shift schedule.

(c) There shall be three (3) twenty (20) minute rest periods during each twelve (12) hour work period.

2. Overtime

(a) Authorized overtime shall be paid at the rate provided for in the Collective Agreement.

3. Recognized General Holidays

(a) **Recognized General** holidays for which special rates apply will continue to be paid at these rates for actual hours worked on the day of the holiday. Hours worked immediately preceding or following the actual holiday will be paid at the regular rate of pay.

(b) An employee who is eligible for pay for a **Recognized general** holiday not worked will receive regular earnings for eight (8) hours.

(c) Paid days off in lieu of the holiday will be based on an eight (8) hour day. Employees may take two (2) twelve (12) hour shifts off at regular pay in lieu of twenty-four (24) hours with pay which equals three (3) **Recognized general** holidays.

4. Shift Premium
(a) Shift premium will be paid **in accordance with Article 20.** ~~between 1600 – 0800 hours.~~
5. Responsibility Pay
(a) Responsibility pay will be paid to Power Engineers 2nd Class for all hours worked between 1600 - 0800 hours inclusive from Monday to Friday and for all hours worked on Saturdays, Sundays and ~~Recognized~~ **General** Holidays.
6. Income Protection
(a) Income Protection Credits (sick leave) shall be reduced by the actual number of hours utilized.
(b) Income protection credits will continue to be accumulated **in accordance with Article 13.** ~~at the rate of one and one-quarter (1¼) days per month as per Article 1303 (a) and 1303 (b).~~
7. Annual Vacation with Pay
(a) Annual vacation time may be taken in twelve (12) hour days until vacation time allotted is utilized.
8. Miscellaneous
(a) All provisions of the current Collective Agreement not specified in this Agreement shall apply to the Power Engineers 2nd Class.
9. **Any changes to this Letter of Understanding or the regular hours of work is subject to the Employment Security Process under Article 23 unless mutually agreed otherwise by the Parties.**

POWER ENGINEERS - 12 HOUR SHIFT SCHEDULE MISERICORDIA HEALTH CENTRE																												
KEY	WEEK 1							WEEK 2							WEEK 3							WEEK 4						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
N	1	1	4	4	3	3	3	2	2	1	1	4	4	4	3	3	2	2	1	1	1	4	4	3	3	2	2	2
D	3	3	2		1	1	1	4	4	3	3	2	2	2	1	1	4		3	3	3	2	2	1		4	4	4
M	8	8	8	1 2	8	0	0	8	8	8	8	0	0	0	8	8	8	1 2	8	0	0	8	8	8	1 2	8	0	0
O	2 4	2 4	1 3	1 2 3	2 4	2 4	2 4	1 3	1 3	2 4	2 4	1 3	1 3	1 3	2 4	2 4	1 3	1 3 4	2 4	2 4	2 4	1 3	1 3	2 4	2 1 4	1 3	1 3	1 3
KEY	WEEK 5							WEEK 6							WEEK 7							WEEK 8						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
N	1	1	4	4	3	3	3	2	2	1	1	4	4	4	3	3	2	2	1	1	1	4	4	3	3	2	2	2
D	3	3	2	2	1	1	1	4	4	3		2	2	2	1	1	4		3	3	3	2	2	1	1	4	4	4
M	8	8	8	8	0	0	0	8	8	8	1 2	8	0	0	8	8	8	1 2	8	0	0	8	8	8	8	0	0	0
O	2 4	2 4	1 3	1 3	2 4	2 4	2 4	1 3	1 3	2 4	2 3 4	1 3	1 3	1 3	2 4	2 4	1 3	1 3 4	2 4	2 4	2 4	1 3	1 3	2 4	2 4	1 3	1 3	1 3
KEY	WEEK 9							WEEK 10							WEEK 11							WEEK 12						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
N	1	1	4	4	3	3	3	2	2	1	1	4	4	4	3	3	2	2	1	1	1	4	4	3	3	2	2	2
D	3	3	2		1	1	1	4	4	3		2	2	2	1	1	4	4	3	3	3	2	2	1		4	4	4
M	8	8	8	1 2	8	0	0	8	8	8	1 2	8	0	0	8	8	8	8	0	0	0	8	8	8	1 2	8	0	0
O	2 4	2 4	1 3	1 2 3	2 4	2 4	2 4	1 3	1 3	2 4	2 3 4 3	1 3	1 3	1 3	2 4	2 4	1 3	1 3	2 4	2 4	2 4	1 3	1 3	2 4	1 2 4	1 3	1 3	1 3
Key: N = Nights D = Days M = Maintenance Engineers Hours O = Off																												

The shift schedule will rotate every 12 weeks.

Pay periods will include weeks 2-3, 4-5, 6-7 etc. OR 1-2, 3-4, 5-6 etc.

Overtime at one and one-half (1½) times is paid on hours over 75 hours to 80 hours per pay period for regular shifts worked. Extra shifts worked are paid at normal overtime rates.

The shift premium is paid for all hours of a night shift and four (4) hours of every day shift.

Responsibility pay is paid for all hours of a night shift and four (4) hours of every shift from Monday to Friday and all hours of weekend or General Holiday shifts.

Pay for General Holidays worked = 12 hours x (2 times the regular hourly rate) plus 8 hours at regular pay.

Pay for General Holidays off = 8 hours regular pay.

Eight (8) hours off in lieu of pay for a General Holiday may be taken.

The average yearly regular hours per Power Engineer working shifts = 2079 hours (3 years @ 2076 hours and 1 year @ 2088 hours).

The Maintenance Power Engineer works 120 hours /3 weeks = 52/3 x 120 hours = 2079.9 hours per year.

Every third weekend is three (3) days off.

DRAFT

**LETTER OF UNDERSTANDING #18H
Hours of Work and Shift Schedules**

ST. BONIFACE HOSPITAL – TRADES

RE: SHIFT SCHEDULES – TERRY BENDERSKI

This **Letter of Understanding** applies only to ~~Ren Rickard~~ and Terry Benderski (hereby referred to as the Employee).

Notwithstanding the provisions of Article 15 of this Agreement, the Employee who ~~are~~ **is** currently working Monday to Friday, 07:45 hours to 16:15 hours (eight (8) hours) shall have these working conditions maintained.

Where operational requirements warrant the Hospital to request work to be performed on a Saturday or Sunday or outside the shift hours of 07:45 hours to 16:15 hours on a temporary basis, the Employee will comply with the request.

The Employee shall be returned to their regular shift upon completion of the assignment.

It is understood that appropriate shift premiums and weekend premiums will apply to all hours worked by virtue of the implementation of this **Letter**.

LETTER OF UNDERSTANDING #18J
Hours of Work and Shift Schedules

NORTHERN REGIONAL HEALTH AUTHORITY

RE: 12-HOUR SHIFT AGREEMENT

1. Hours of Work

- i) Regular hours of work for full-time employees shall be twenty (20) regular shifts of eleven (11) hours and thirty-seven (37) minutes (11.625 hours) duration in each three (3) consecutive biweekly periods.
- ii) Overtime rates of pay shall be paid for time worked which exceeds an 11.625 hour shift or for time worked in excess of two hundred and thirty-two and one-half (232.5) hours in three (3) consecutive biweekly periods.
- iii) Each shift shall be inclusive of three (3) fifteen (15) minute rest periods and exclusive of one (1) thirty-seven (37) minute meal period.
- iv) It is understood that whenever 11.625 hours is mentioned, its equivalent eleven (11) hours and thirty-seven (37) minutes (11.37) may be used.
- ~~(a) Coverage on the "twelve" (12) hour shift is to be provided by a Day shift extending from 0730 hours to 1945 hours and a Night shift extending from 1930 hours to 0745 hours. Night shift shall be considered as the last shift of each calendar day.~~

2. Vacation/Recognized **General** Holidays/Income Protection/Bereavement Leave

- i) The number of duty days off that an employee receives under the "twelve" (12) hours shift schedule pattern are to correspond exactly in hours to the duty days off on a seven and three-quarter (7.75) hour shift pattern.
- ii) An employee required to work on a ~~recognized~~ **general** holiday shall be paid for hours worked at the rate of one and one-half (1.5) times ~~her~~ **their** basic **rate of** pay and, in addition, a full-time employee shall receive seven and three-quarter (7.75) hours off at ~~her~~ **their** basic rate of pay, or may choose to be paid the seven and three-quarter (7.75) hours at ~~her~~ **their** basic rate of pay. An employee may accumulate three (3) ~~recognized~~ **general** holidays for purpose of taking two (2) paid "twelve" hour shifts off duty to be taken consecutively with scheduled days off or to complete a partial week of vacation.
- iii) Income protection shall accrue in accordance with the terms of the Collective Agreement and will be utilized for periods of absence from scheduled duty due to accident or illness.
- iv) Shift premium to be paid in accordance with the Collective Agreement. This allowance shall also be applicable to each hour worked after 1600 hours on a "modified" Day or Evening shift during which at least two (2) hours are worked between 1600 hours and the termination of the shift.

For purposes of application of this provision, a "modified" Day shift shall mean one that commences at a different time than the majority of Day shifts worked by employees and a "modified" Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by employees. This provision shall be applicable from 1600 hours to the termination of the Day shift on a twelve (12) hour shift pattern.

- v) Employees scheduled to be on call shall be paid **in accordance with the Collective Agreement**. ~~a premium equal to one and one-half (1.5) hours' regular salary for each twelve (12) hour period on call. Effective April 1, 2010, employees scheduled to be on call shall be paid a premium equal to three (3) hours' regular salary for each twelve (12) hour period on call.~~
3. There must be mutual agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.
4. **It is understood that unless specified, all other provisions of the Collective Agreement are applicable.**

Applicable to four (4) week rotation:

- ~~(a) Regular hours of work for all full-time employees shall be:~~
- ~~i) thirteen (13) regular shifts of eleven (11) hours and fifty-five (55) minutes (11.915 hours) duration in any two (2) consecutive biweekly periods, and~~
 - ~~ii) unless otherwise mutually agreed, no more than seven (7) such shifts may be scheduled in any one (1) biweekly period of work, and~~
 - ~~iii) no more than four (4) such shifts may be scheduled without a day off.~~
- ~~(b) Overtime rates of pay shall be paid for time worked which exceeds the 11.915 hour shift, or time worked which exceeds one hundred and fifty-five (155) hours in any two (2) consecutive biweekly periods.~~
- ~~(c) Each shift of 11.915 hours is to be inclusive of three (3) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of 11.915 hours shall be exclusive of one (1) meal period not exceeding twenty (20) minutes in length.~~
- ~~(d) It is understood that whenever 11.915 hours is mentioned, its equivalent eleven (11) hours and fifty-five (55) minutes (11.55) may be used.~~
- Applicable to six (6) week rotation and the Snow Lake twelve (12) week rotation:

**LETTER OF UNDERSTANDING #18K
Hours of Work and Shift Schedules**

NORTHERN REGIONAL HEALTH AUTHORITY

RE: 12-HOUR SHIFT AGREEMENT – SWITCHBOARD/ADMITTING

The Employer and the Union mutually agree that the following conditions and understandings apply regarding the application of the eleven point zero eight (11.08) hour shift schedule pattern (hereinafter referred to as twelve (12) hour shift pattern).

1. Hours of Work

- i) Regular hours of work for all full-time employees shall be three hundred and ten point two four (310.24) hours in each four (4) consecutive biweekly periods.
- ii) Part-time employees working in a twelve (12) hour shift pattern may have shifts of seven point seven five (7.75) hours included in their shift pattern.
- iii) Each twelve (12) hour DAY shift shall be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (1) thirty (30) minute meal period and one (1) twenty-five (25) minute meal period.
- iv) Each twelve (12) hour NIGHT shift shall be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (1) fifty-five (55) minute meal period.

2. Overtime

Overtime rates will apply when:

- i) An employee works beyond three hundred and ten point two four (310.24) hours in the four (4) consecutive biweekly periods;
- ii) An employee works beyond eleven point zero eight (11.08) hours in a day;
- iii) An employee, after commencing a seven point seven five (7.75) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed seven point seven five (7.75) hours.

3. Vacation

The paid time off that a staff member receives under the twelve (12) hour shift pattern is to correspond exactly in hours to the paid time off of a seven and three-quarters (7.75) hour shift pattern.

4. There must be mutual agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.

5. **It is understood that unless specified, all other provisions of the Collective Agreement are applicable.**

**LETTER OF UNDERSTANDING #18L
Hours of Work and Shift Schedules**

NORTHERN REGIONAL HEALTH AUTHORITY

RE: ROSAIRE HOUSE SCHEDULING

The Employer and the Union mutually agree that the following conditions and understandings apply regarding the scheduling of hours for ~~Residential-Care~~ **Addiction Recovery** Workers at Rosaire House:

1. ~~Residential-Care~~ **Addiction Recovery** Workers will work less than the prescribed two thousand and fifteen (2015) hours, but will receive benefits and be recognized as a full-time employee. The twenty-three point two five (23.25) hours less than the two thousand and fifteen (2015) hours of a full-time position (as described in #2 of this document) will be waived.
2. The shift ~~rotation~~ **pattern** will cover a four (4) week period of twenty (20) shifts (including the scheduling of one (1) statutory holiday, which will be adjusted, without pay, three (3) times during an annual period in keeping with the established statutory holidays and in accordance with #1 of this Letter).
3. During the four (4) week ~~rotation~~ **shift pattern**, the following conditions will occur:
 - (a) During any one (1) pay period, one (1) full-time ~~Residential-Care~~ **Addiction Recovery** Worker will work a shift period of eleven (11) consecutive shifts and another will work a shift of nine (9) consecutive shifts. During the following pay period, the first ~~Residential-Care~~ **Addiction Recovery** Worker would work nine (9) consecutive shifts and the second eleven (11); the total number of shifts per month never to exceed twenty (20) without the overtime stipulations going into effect. (The other two (2) full time positions would be according to contract).
 - (b) Both full-time and part-time ~~Residential-Care~~ **Addiction Recovery** Workers would work three (3) out of the four (4) weekends of the rotation with appropriate time off between shifts.
4. The exemption granted by the Human Rights Commission respecting the hiring of male and female employees at Rosaire House shall apply to the scheduling of staff at Rosaire House.
5. This Agreement shall terminate within sixty (60) days upon receipt of written notice from either Party to terminate this Agreement.

LETTER OF UNDERSTANDING #180
Hours of Work and Shift Schedules

NORTHERN REGIONAL HEALTH AUTHORITY

RE: COMBINATION OF 12/8/6 HOUR SHIFT PATTERNS
ROTATIONS (6-WEEK ROTATION) Flin Flon Personal Care Home (Part-time Employees)

The Employer and the Union mutually agree that the following conditions and understandings shall apply regarding the application of the combined eleven point six two five (11.625), seven point seven five (7.75) and five point seven five (5.75) hour shift schedule pattern, herein after referred to as the twelve (12), eight (8), and six (6) hour shift schedule pattern.

1. Hours of Work

- i) Each shift of twelve (12) hours is to be inclusive of three (3) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of twelve (12) hours shall be exclusive of one (1) meal period not exceeding thirty-seven (37) minutes in length.
- ii) Each shift of eight (8) hours is to be inclusive of two (2) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of eight (8) hours shall be exclusive of one (1) meal period not exceeding thirty (30) minutes in length.
- iii) Each shift of six (6) hours is to be inclusive of one (1) fifteen-minute rest period. It is understood that this rest period is to be taken at the discretion of the employee and provided that such break will not unduly disrupt patient care. Each shift of six (6) hours shall be inclusive of one (1) meal period not exceeding thirty (30) minutes in length.

2. Overtime Provisions

Employees working this shift pattern have shifts of eleven point six two five (11.625), seven point seven five (7.75) and five point seven five (5.75) hours included in the ~~rotation~~ **shift pattern**.

Overtime rates apply when:

- i) An employee works beyond two hundred and thirty-two point five (232.5) hours in the six (6) week rotation;
- ii) An employee works beyond eleven point six two five (11.625) hours in a day;
- iii) An employee, after commencing a seven point seven five (7.75) or five point seven five (5.75) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed seven point seven five (7.75) hours.

3. Vacation/~~Recognized~~ **General** Holidays/Income Protection/Bereavement Leave

- i) The number of duty days off that an employee receives under this shift schedule pattern are to correspond exactly in hours to the duty days off on a seven point seven five (7.75) hour shift pattern.
- ii) An employee required to work on a ~~recognized~~ **general** holiday shall be paid for hours worked at the rate of one and one-half (1.5) times ~~her~~ **their** basic **rate of** pay and, in addition, a full-time employee shall receive seven point seven five (7.75) hours off at ~~her~~ **their** basic rate of pay, or may choose to be paid the seven point seven five (7.75) hours at her basic rate of pay. An employee may accumulate three (3) ~~recognized~~ **general** holidays for the purposes of taking two (2) paid "12" hour shifts off duty to be taken consecutively with scheduled days off or to complete a partial week of vacation.

- iii) Income protection shall accrue in accordance with the terms of the Collective Agreement and will be utilized for periods of absence from scheduled duty due to accident or illness.
- iv) Shift premium to be paid in accordance with the Collective Agreement.

This allowance shall also be applicable to each hour worked at one thousand and six hundred (1600) hours on a “modified” Day or Evening shift during which at least two (2) hours are worked between one thousand and six hundred (1600) hours and the termination of the shift.

For the purposes of application of this provision, a “modified” Day shift shall mean one that commences at a different time than the majority of Day shifts worked by employees and a “modified” Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by employees. This provision shall be applicable from one thousand and six hundred (1600) hours to the termination of the Day shift on a twelve (12) hour shift pattern.

- 4. There must be mutual agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.
- 5. **It is understood that unless specified, all other provisions of the Collective Agreement are applicable.**

LETTER OF UNDERSTANDING #18Q
Hours of Work and Shift Schedules

NORTHERN REGIONAL HEALTH AUTHORITY

RE: COMBINATION OF 12/8/6 HOUR SHIFT ROTATIONS PATTERNS
(6-WEEK ROTATION) St. Paul's Personal Care Home (The Pas) (Part-time Employees)

The Employer and the Union mutually agree that the following conditions and understandings shall apply regarding the application of the combined eleven point six two five (11.625) and seven point seven five (7.75) hour shift schedule pattern, herein after referred to as the twelve (12) and eight (8) hour shift schedule pattern.

1. Hours of Work

- i) Each shift of twelve (12) hours is to be inclusive of three (3) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of twelve (12) hours shall be exclusive of one (1) meal period not exceeding thirty-seven (37) minutes in length.
- ii) Each shift of eight (8) hours is to be inclusive of two (2) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of eight (8) hours shall be exclusive of one (1) meal period not exceeding thirty (30) minutes in length.

2. Vacation/~~Recognized~~ General Holidays/Income Protection/Bereavement Leave

- i) The number of duty days off that an employee receives under this shift schedule pattern are to correspond exactly in hours to the duty days off on a seven point seven five (7.75) hour shift pattern.
- ii) An employee required to work on a ~~recognized~~ **general** holiday shall be paid for hours worked at the rate of one and one-half (1.5) times ~~her~~ **their** basic **rate of** pay and, in addition, a full-time employee shall receive seven point seven five (7.75) hours off at ~~her~~ **their** basic rate of pay, or may choose to be paid the seven point seven five (7.75) hours at ~~her~~ **their** basic rate of pay. An employee may accumulate three (3) ~~recognized~~ **general** holidays for the purposes of taking two (2) paid "12" hour shifts off duty to be taken consecutively with scheduled days off or to complete a partial week of vacation.
- iii) Income protection shall accrue in accordance with the terms of the Collective Agreement and will be utilized for periods of absence from scheduled duty due to accident or illness.
- iv) Shift premium to be paid in accordance with the Collective Agreement.

This allowance shall also be applicable to each hour worked at one thousand and six hundred (1600) hours on a "modified" Day or Evening shift during which at least two (2) hours are worked between one thousand and six hundred (1600) hours and the termination of the shift.

For the purposes of application of this provision, a "modified" Day shift shall mean one that commences at a different time than the majority of Day shifts worked by employees and a "modified" Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by employees. This provision shall be applicable from one thousand and six hundred (1600) hours to the termination of the Day shift on a twelve (12) hour shift pattern.

3. Overtime Provisions

Employees working this shift pattern have shifts of eleven point six two five (11.625) and seven point seven five (7.75) hours included in the ~~rotation~~ **shift pattern**.

Overtime rates apply when:

- i) An employee works beyond two hundred and thirty-two point five (232.5) hours in the six (6) week rotation;
 - ii) An employee works beyond eleven point six two five (11.625) hours in a day;
 - iii) An employee, after commencing a seven point seven five (7.75) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed seven point seven five (7.75) hours.
4. There must be mutual agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.
5. **It is understood that unless specified, all other provisions of the Collective Agreement are applicable.**

LETTER OF UNDERSTANDING #18S
Hours of Work and Shift Schedules

NORTHERN REGIONAL HEALTH AUTHORITY

RE: ACQUIRED BRAIN INJURY UNIT

This addendum to the Collective Agreement is to add a work schedule for employees working .933 equivalent to full time (EFT) at the Acquired Brain Injury Unit only. **It is understood that unless specified, all other provisions of the Collective Agreement are applicable.**

- Affected employees working in the Acquired Brain Injury Unit will have their EFT changed to .933.
- Affected employees will continue to work **seven and a quarter** (7¼) hours per day in a shift pattern of six **(6)** consecutive working days followed by three **(3)** consecutive scheduled days off.
- Employees will work **eighty-four (84)** shifts in three **(3)** consecutive six-week periods with two of the six-week periods made up of **twenty-seven (27)** - **seven-and three-quarter (7¾)** hour shifts and one **(1)** six-week period with the employees working **thirty (30)** – **seven and a quarter (7¼)** hour shifts.
- Employees working their regularly scheduled shifts will not be in an overtime situation if they work six **(6)** days in a calendar week as part of their regularly scheduled shifts.
- For all other overtime, with the exception of the above-noted situation, **Articles 18 and 19 Article 16 Hours of Work and Overtime in the Collective Bargaining Agreement** will apply.
- The current schedule will not be changed without mutual agreement between the Northern Regional Health Authority and the Union.

**LETTER OF UNDERSTANDING #18T
Hours of Work and Shift Schedules**

HEALTH SCIENCES CENTRE SITE ONLY

**RE: EIGHT (8) HOUR AND TWELVE (12) HOUR SHIFTS –
SECURITY PATROL OFFICERS AND SUPERVISORS**

The Parties agree to the administration of the eight (8) and twelve (12) hour shifts for the Security Patrol Officers and Supervisors as follows below.

1. Hours of Work

Full-time employees shall work eight (8) or twelve (12) hour shifts over a six (6) week ~~rotation~~ shift pattern ~~cycle~~.

 - (a) Eight (8) Hour Shift

Regular hours of work shall not exceed eight (8) hours per day and forty (40) hours per week, and shall consist of two (2) twenty (20) minute **rest periods** and one (1) thirty (30) minute **meal period**.
 - (b) Twelve (12) Hour Shift:

Regular hours of work shall not exceed twelve (12) hours per day and two-hundred and forty (240) hours per six (6) week cycle. There shall be **two (2) thirty (30) minute rest periods and one (1) thirty (30) minute meal period** per shift.

 - (i) ~~General holidays are banked and shall be taken off during a fiscal year.~~
 - (ii) The banked stat deficit created by the twelve (12) hour shift configuration shall be balanced at the end of the fiscal year. At the option of the Officer, the deficit shall be balanced by making a deduction from the Officer's accrued vacation entitlement and/or banked overtime.
2. Vacation/~~Recognized~~ **General** Holidays/Income Protection/ Bereavement Leave
 - (a) The amount of paid vacation that an employee receives under the twelve (12) hour shift schedule pattern is to correspond exactly in hours to the paid vacation on a seven and three quarter (7.75) hour shift schedule pattern.
 - (b) An employee required to work on a ~~recognized~~ **general** holiday shall be paid for hours worked at the rate of one and one-half (1.5) times ~~her~~ **their basic rate of pay** and, in addition, a full-time employee shall receive seven point seven five (7.75) hours off at ~~her~~ **their basic rate of pay**, or may choose to be paid the seven point seven five (7.75) hours at her their basic rate of pay. An employee may accumulate three (3) ~~recognized~~ **general** holidays for the purposes of taking two (2) paid "12" hour shifts off duty to be taken consecutively with scheduled days off or to complete a partial week of vacation.
 - (c) Income protection shall accrue in accordance with the terms of the Collective Agreement ~~and will be utilized for periods of absence from scheduled duty due to accident or illness.~~
 - (d) Shift premium to be paid in accordance with the Collective Agreement.
3. Overtime Provisions

Employees working this shift pattern have shifts of ~~eleven point six two five (11.625)~~ **twelve (12)** and ~~seven point seven five (7.75)~~ **eight (8)** hours included in the rotation.

Overtime rates apply when:

- (a) An employee works beyond ~~two hundred and thirty-two point five (232.5)~~ **two hundred and forty (240)** hours in the six (6) week rotation;
- (b) An employee works beyond ~~eleven point six two five (11.625)~~ **twelve (12)** hours in a day;
- (c) An employee, after commencing a ~~seven point seven five (7.75)~~ **eight (8)** hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed ~~seven point seven five (7.75)~~ **eight (8)** hours.

~~Employees working this shift pattern have shifts of eleven point six two five (11.625) and seven point seven five (7.75) hours included in the rotation.~~

Overtime rates apply when:

- ~~(a) An employee works beyond two hundred and thirty-two point five (232.5) hours in the six (6) week rotation;~~
- ~~(b) An employee works beyond eleven point six two five (11.625) hours in a day;~~
- ~~(c) An employee, after commencing a seven point seven five (7.75) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed seven point seven five (7.75) hours.~~

- 4. **It is understood that unless specified, all other provisions of the Collective Agreement are applicable.**
- 5. **Any changes to this Letter of Understanding or the regular hours of work is subject to the Employment Security Process under **Article 23** unless mutually agreed otherwise by the Parties.** There must be mutual agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. ~~Either party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.~~

**LETTER OF UNDERSTANDING #18U-2
Hours of Work and Shift Schedules**

ST. BONIFACE HOSPITAL

RE: HOURS OF WORK AND SHIFT PATTERNS – TRADES AND MAINTENANCE

Shift Engineers and Maintenance Shift Engineers normal hours of work shall consist of fourteen (14) shifts of twelve (12) hours duration in each four (4) consecutive week scheduling period. The normal hours of work for Maintenance Engineers will consist of **either eight (8) hours** or twelve (12) hours per day and one hundred sixty-eight (168) hours per four (4) weeks.

DRAFT

**LETTER OF UNDERSTANDING #18V
Hours of Work and Shift Schedules**

VICTORIA HOSPITAL

RE: HOURS OF WORK – TRADES/MAINTENANCE (William “Dale” Knott)

This Letter of Understanding applies only to William “Dale” Knott (hereby referred to as the Employee).

The employee shall continue to work a compressed work schedule whereby the individual works nine (9) shifts in a bi-weekly pay period, and has every second Friday off.

The regular working hours for this employee for 2,080 annual hours shall include shifts of eight-point nine (8.90) hours or eight-point eight-nine (8.89) hours in one (1) day not including the meal period but including rest periods.

Meal periods and rest periods for eight (8) hour shifts are as defined in Article 18.

DRAFT

**LETTER OF UNDERSTANDING #18X
Hours of Work and Shift Schedules**

CONCORDIA HOSPITAL

RE: TWELVE (12) HOUR SHIFTS – POWER ENGINEERS

This is to certify that the **Employer and the Union** mutually agree to continue the Twelve (12) Hour Shift for the Power Engineers who are on rotating shifts.

1. The regular working hours shall not exceed a shift of twelve hours in any one day.
2. The hours of work shall be based on an average of forty (40) hours per week as per shift schedule attached. The difference between thirty-seven and one-half (37½) and forty (40) hours per week shall be paid to the Power Engineers at **time and one-half (1½) *note* should change to 2X in Monetary pkg. "B"** the regular rate of pay.
3. There shall be three (3) twenty (20) minute rest periods during each twelve (12) hour period of work.
4. Compensation of authorized overtime shall be paid at the rate provided for in the Collective Agreement.
5. ~~Special~~ General holidays for which special rates apply will continue to be paid at premium rates for the actual hours on any holiday.
6. Paid days off in lieu of a holiday will be based on an eight (8) hour day.
7. Shift premium applies on night shift and on four (4) hours of the day shift.
8. Income protection credits (sick leave) will be reduced by the actual number of hours utilized.
9. Annual vacation may be taken in twelve (12) hour days until vacation time allotted is utilized (e.g., Four weeks equals 160 working hours off at regular rate of pay).
~~This memorandum, however, shall not prevent trial and implementation of changes in shift length, if mutually agreed between a majority of the employees whose schedules are affected and the Employer.~~
10. All other provisions of the current Collective Agreement not specified in this **Letter of Understanding** shall apply to the Power Engineers.
11. Employees may take two (2) twelve hour shifts off in lieu of twenty-four (24) hours with pay which equals three (3) statutory holidays.
12. Shift rotation patterns for employees covered by this Letter of Understanding will be four (4) weeks.
13. **Any changes to this Letter of Understanding or the regular hours of work is subject to the Employment Security Process under Article 23 unless mutually agreed otherwise by the Parties.**

LETTER OF UNDERSTANDING #18Y
Hours of Work and Shift Schedules

DEER LODGE CENTRE (DLC)

RE: TWELVE (12) HOUR SHIFTS – POWER ENGINEERS

The **Employer and the Union** do hereby agree that Power Engineers who regularly work rotating shifts shall adhere to the shift schedule attached (twelve-hour shifts) with the exception of Power Engineers working maintenance day shifts who may be required to provide relief coverage from time to time in the absence of the maintenance relief engineer.

The attached shift schedule rotates every five (5) weeks and may be amended by mutual agreement between the Employer and a majority of the "shift engineers" affected. There shall be three (3) twenty-minute rest periods during each twelve (12) hour period of work in addition to normal meal breaks.

1. Power Engineers who do not regularly work rotating shifts, shall normally work Monday to Friday, 7:30 a.m. – 4:00 p.m., with one-half (½) hour unpaid lunch break, and they may be required to be scheduled into the attached twelve (12) hour shift schedule for relief purposes. Where they are required to work hours as per the attached twelve (12) hour shift schedule, they shall receive a minimum of three (3) days' notice. If three (3) days' notice is not received, they shall be paid at applicable overtime rates for the first three (3) days they are in the changed shift, for all hours worked outside of their regular working hours. After three (3) days, they will be deemed as having fallen into the relieved shift schedule at regular rates.
2. In the event that the engineer normally scheduled Monday to Friday, 7:30 a.m. – 4:00 p.m. is not available to provide relief coverage, the Power Engineers working scheduled maintenance day shifts may be required to provide the relief coverage from Sunday to Saturday in the week they are scheduled. They shall receive a minimum of three (3) days' notice of the change of the shift and all hours worked in excess of their normal scheduled maintenance hours as per the attached schedule shall be paid at applicable overtime rates. If three (3) days notice is not received, they shall be paid applicable overtime rates in accordance with Article **1902**.
3. Power Engineers who are called upon to provide relief coverage in a week when they are not scheduled to work maintenance day shifts shall be paid in accordance with the normal hours of work and overtime provisions of the collective agreement.
4. Compensation for overtime shall be paid at the rates stipulated in the Collective Agreement.
5. Premium rates will be paid for all hours actually worked on a holiday that is included in Article **16** of the Collective Agreement.
6. Paid days off, in lieu of general holidays will be based on an eight (8) hour day. Engineers will have the option of accumulating general holidays and trading three (3) general holidays for two (2) twelve (12) hour shifts off with pay.
7. Income Protection Credits (sick leave) shall be reduced by the actual number of hours utilized.
8. Employees who are required to work a shift on their regular day of rest shall be paid at overtime rates and guaranteed work for the full twelve (12) hour shift. Employees who are called in, shall be paid as per Article **1902** of the Collective Agreement, or shall be paid at overtime rates for all of the hours remaining in a shift, whichever is the greater amount.
9. Shift premium applies on night shift and four (4) hours of the day shift.

10. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.
11. Any changes to this Letter of Understanding or the regular hours of work is subject to the Employment Security Process under Article 23 unless mutually agreed otherwise by the Parties.

DRAFT

LETTER OF UNDERSTANDING #18Z
Hours of Work and Shift Schedules

GRACE HOSPITAL

RE: TWELVE (12) HOUR SHIFTS – POWER ENGINEERS

This is to certify that the **Employer and the Union** mutually agree to implement a Twelve (12) Hour Shift for the Power Engineers who are on rotating shifts.

1. The regular working hours shall not exceed a shift of twelve hours in any one day.
2. The hours of work shall be based on an average of thirty-nine (39) hours per week as per shift schedule attached. The difference between thirty-seven and one-half (37½) and thirty-nine (39) hours per week shall be paid to the Power Engineers at **time and one half (1½) *note* should change to 2X in Monetary pkg. "B"** the regular rate of pay. The swing engineer will work a seventy-five (75) hour bi-weekly period.
3. There shall be three (3) twenty (20) minute rest periods during each twelve (12) hour period of work.
4. Compensation of authorized overtime shall be paid at the rate provided for in the Collective Agreement.
5. Employees required to work on their regular day of rest shall be paid at overtime rates and guaranteed work for the full twelve (12) hour shift.
6. Special holidays for which special rates apply will continue to be paid at premium rates for the actual hours on any holiday.
7. Paid days off in lieu of a holiday will be based on a seven and one-half (7½) hour day.
8. Shift premium applies on night shift and on four (4) hours of the day shift.
9. Income protection credits (sick leave) will be reduced by the actual number of hours utilized.
10. Annual vacation may be taken in twelve (12) hour days until vacation time allotted is utilized.

~~This Memorandum however, shall not prevent trial and implementation of changes in shift length, if mutually agreed between a majority of the employees whose schedules are affected and The Salvation Army Grace General Hospital.~~

~~All other provisions of the current Collective Agreement not specified in this Memorandum shall apply to the Power Engineers.~~

11. Employees may take two (2) twelve (12) hour shifts off in lieu of twenty-two point five (22.5) hours with pay which equals three (3) statutory holidays.
12. Shift rotation patterns for employees covered by this Letter of Understanding will be four (4) weeks.
13. **It is understood that unless specified, all other provisions of the Collective Agreement are applicable.**

14. Any changes to this Letter of Understanding or the regular hours of work is subject to the Employment Security Process under Article 23 unless mutually agreed otherwise by the Parties.

DRAFT

LETTER OF UNDERSTANDING #18AA
Hours of Work and Shift Schedules

SEVEN OAKS GENERAL HOSPITAL

RE: TWELVE (12) HOUR SHIFTS – POWER ENGINEERS

This is to certify that the **Employer and the Union** mutually agree to continue the Twelve (12) Hour Shift for the Power Engineers who are on rotating shifts.

1. The regular working hours shall not exceed a shift of twelve hours in any one day.
2. The hours of work shall be based on an average of forty (40) hours per week. The difference between thirty-eight and three-quarters (38¾) and forty (40) hours per week shall be paid to the Power Engineers at **time and one-half (1½ x) *note* should change to 2X in Monetary pkg. "B"** the regular rate of pay.
3. There shall be three (3) 20-minute rest periods during each twelve (12) hour period of work.
4. Compensation of authorized overtime shall be paid at the rate provided for in the Collective Agreement.
5. Employees required to work on their regular day of rest shall be paid at overtime rates and guaranteed work for the full twelve (12) hour shift.
6. Special holidays for which special rates apply will continue to be paid at premium rates for the actual hours on any holiday.
7. Paid days off in lieu of a holiday will be based on an eight (8) hour day.
8. Shift premium applies on night shift and on four (4) hours of the day shift.
9. Income protection credits (sick leave) will be reduced by the actual number of hours utilized.
10. Annual vacation may be taken in twelve (12) hour days until vacation time allotted is utilized.
11. When a shift engineer is on the maintenance cycle (8 hours: 8:00 a.m. - 4:00 p.m. inclusive of meal periods) ~~he~~ **the engineer** shall be paid at the applicable overtime rate for all hours worked outside of his regularly scheduled hours.
12. Shift rotation patterns for employees covered by this Letter of Understanding will be five (5) weeks.
13. All other provisions of the current Collective Agreement not specified in this ~~Memorandum~~ **Letter of Understanding** shall apply to the Power Engineers.
14. **Any changes to this Letter of Understanding or the regular hours of work is subject to the Employment Security Process under Article 23 unless mutually agreed otherwise by the Parties.**
15. ~~This memorandum, however, shall not prevent trial and implementation of changes in shift length, if mutually agreed between a majority of the employees whose schedules are affected and Seven Oaks General Hospital.~~

LETTER OF UNDERSTANDING #18BB
Hours of Work and Shift Schedules

VICTORIA HOSPITAL

RE: HOURS OF WORK – SHIFT AND RELIEF ENGINEERS

This is to certify that the **Employer and the Union** mutually agree to continue the regular hours of work for Shift and Relief Engineers. **It is understood that unless specified, all other provisions of the Collective Agreement are applicable. Any changes to this Letter of Understanding or the regular hours of work is subject to the Employment Security Process under Article 23 unless mutually agreed otherwise by the Parties.**

Shift Engineers Only

The regular working hours shall not exceed a shift of twelve (12) hours in any one (1) day, including the meal periods and rest periods.

- (a) The hours of work shall be on the basis of forty (40) hours per week averaged over a thirteen (13) week period. Normally, each employee will work three (3) consecutive days per week, followed by four (4) consecutive days off, after which he will then work for three (3) consecutive days, followed by three (3) consecutive days off.
- (b) If skill deficiencies are found as a result of an assessment process, the Manager of Physical Plant or designate will in consultation with the employee require the individual to occasionally rotate through the relief engineer position. Shift Engineers may request to rotate within the Relief Engineer position.

Relief Engineers Only

It is understood that the main function of the Relief Engineer is to provide coverage for unanticipated absences, relief and vacation relief. Other duties as assigned are secondary and assist the employer in meeting the Relief Engineers EFT.

A tentative **shift** schedule will be posted as per Article **XX01**, however due to the nature of the relief position, the employer retains the right to alter the Relief Engineers schedule with a minimum of twenty-four (24) hours' notice.

- (a) The normal hours of work for Relief Engineers may consist of either eight (8) hours or twelve (12) hours per day and one hundred sixty (160) hours per four (4) weeks.
- (b) There shall be a minimum of two (2) days of rest per week.
- (c) When a Relief Engineers moves into a Shift Engineer's rotation, overtime will be paid for hours in excess of forty-eight (48) hours per week, eighty-four (84) hours bi-weekly or one hundred sixty (160) hours in a four (4) week period.

Note: It is understood that where possible the Relief Engineers should not be required to work hours in excess of those currently worked by other shift engineers (i.e., three (3) pay period of eighty-four (84) hours in a twelve (12) week rotation).

- (d) At no time shall a Relief Engineers be required to work more than four (4) twelve (12) hour consecutive shifts without three (3) days of rest following.
- (e) Overtime on days of rest shall be paid as per Article **19**.

**LETTER OF UNDERSTANDING #18CC
Hours of Work and Shift Schedules**

**APPLICABLE TO MAINTENANCE AND TRADES EMPLOYEES AT
CONCORDIA HOSPITAL, MISERICORDIA HEALTH CENTRE, SEVEN OAKS GENERAL HOSPITAL**

RE: HOURS OF WORK AND SCHEDULE

The Parties agree that this Letter of Understanding will remain in effect until the process for the standardization of the annual hours of work is completed.

The regular hours of work for maintenance personnel shall be seven and one half (7½) in one (1) day and seventy-five (75) hours per bi-weekly period, exclusive of meal periods; a week shall be five (5) consecutive days, Monday to Friday.

The regular hours of work for engineers shall be eight (8) hours in one (1) day or eighty (80) hours per bi-weekly period, inclusive of meal periods. The difference between seventy-five (75) and eighty (80) hours per bi-weekly period shall be paid to the engineers at overtime rates, based on salaries as per Schedule "A".

DRAFT

**LETTER OF UNDERSTANDING #18HH
Hours of Work and Shift Schedules**

RIVERVIEW HEALTH CENTRE

RE: COMMUNICATION CLERKS

The Parties agree that the following individuals shall continue to be “Green Circled” at their current step on scale within the Communication Clerk classification at Riverview Health Centre until the annual salary is higher than their current step or until they leave the position.

The incumbents are as follows:

- Wendy Yorke
- Jennifer-Ann Sierra

DRAFT

LETTER OF UNDERSTANDING #18KK
Hours of Work and Shift Schedules

WINNIPEG REGIONAL HEALTH AUTHORITY

RE: LANGUAGE ACCESS INTERPRETERS

1. Hours of Work

Employees are not guaranteed any specific number of hours of work. The standard daily hours for interpreters range between zero (0) and seven and one-half (7½) hours per day.

- (i) An employee who works a minimum of four (4) consecutive hours for one (1) appointment will receive one (1) paid fifteen (15) minute rest period for each period so worked.
- (ii) Minimum Shift Duration
 - (a) Face to Face Assignment - minimum shift is two (2) hours.
 - (b) Conference Call Assignment - minimum shift is thirty (30) minutes, with fifteen (15) minutes increments thereafter.
 - (c) Stand-Alone Message Relay Assignment - minimum shift is fifteen (15) minutes, with fifteen (15) minute increments thereafter.
 - (d) **Video Conference Assignment – minimum shift is thirty (30) minutes.**
- (iii) Employees shall be paid regular wage for a minimum two (2) hours regardless of whether the assignment is ten (10) minutes or up to two (2) hours.
- (iv) Where an employee works for five (5) or more consecutive hours an unpaid meal period of one-half (½) hour will be provided.
- (v) Cancelled assignments shall mean an assignment where an employee is unable to complete the assignment due to client circumstances beyond the control of the employee.
Cancellations shall not include assignments that are rescheduled as long as the rescheduled date is provided at the time of cancellation.
- (vi) For scheduled shifts, interpreters shall be paid for minimum two (2) hours at regular hourly rates for cancellation notice of twenty-four (24) hours or less provided the employee has followed all Employer established procedural guidelines pertaining to the assignment.
- (vii) Cancellation notice greater than twenty-four (24) hours, interpreters shall be entitled to report fifteen (15) minutes at regular hourly rate for administrative time for the assignment.
- (viii) Interpreters who accept and complete ten (10) or more assignments in a seven (7) day consecutive period will receive thirty (30) minutes at regular rates to recognize required administrative duties.

2. Vacation

Employees shall receive vacation pay calculated at the rate of six percent (6%) of regular wages paid inclusive of call-back hours paid at straight time rates in any given biweekly period.

3. Third Party Work

The Parties agree that Language Access Interpreters, as part of their Language Access work duties, may perform interpreter services for third party organizations (i.e.: Manitoba Family Services & Consumer Affairs, Correctional Service of Canada, etc.).

LETTER OF UNDERSTANDING #18NN
Hours of Work and Shift Schedules

KLINIC COMMUNITY HEALTH
SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA (SERC)
WOMEN'S HEALTH CLINIC

RE: PAID MEAL PERIOD

The Parties agree that this letter of understanding will remain in effect until the process for the standardization of the annual hours of work is completed.

The meal period for the employees at these sites (as per Schedule "B") shall be paid at **the employee's regular rate of pay**. Clinic Community Health and Women's Health Clinic have a one (1) hour meal period and SERC has a half (½) hour meal period.

DRAFT

**LETTER OF UNDERSTANDING #1800
Hours of Work and Shift Schedules**

**POWER ENGINEERS AT CONCORDIA HOSPITAL,
MISERICORDIA HEALTH CENTRE, SEVEN OAKS GENERAL HOSPITAL**

RE: PAID MEAL PERIOD

The half (½) hour meal period for the Power Engineers at these sites (as per Schedule “B”) shall be paid time, at the employee’s regular rate of pay.

DRAFT

LETTER OF UNDERSTANDING #18XX-1
Hours of Work and Shift Schedules

NORTHERN REGIONAL HEALTH AUTHORITY

RE: 9.69 ("10") HOUR SHIFT PATTERN

The Employer and the Union mutually agree that the following conditions and understandings shall apply regarding the application of the ten (10) hour shift pattern.

1. Hours of Work

- i) Full-time hours of work shall provide twenty-four (24) shifts of 9.69 ("10") hours duration averaged over three (3) consecutive bi-weekly periods.
- ii) Alternatively, there may be a combination of shifts of 9.69 ("10") hour duration and shifts of other lengths that equal 77.5 hours per bi-weekly period, averaged over the three (3) consecutive bi-weekly periods in the shift schedule.
- iii) Overtime rates of pay shall be applicable for hours worked in excess of a shift, as defined herein, or for time worked in excess of the normal full-time hours in the rotation pattern in effect.
- iv) Each shift of 9.69 ("10") hours is to be inclusive of two (2) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of 9.69 ("10") hours shall be exclusive of one (1) meal period not exceeding twenty (20) minutes in length.

The shift schedule shall provide:

- ◆ ~~A maximum of four (4) consecutive shifts of 9.69 ("10") hours;~~
- ◆ ~~At least two (2) consecutive days off at one time;~~
- ◆ ~~Alternate weekends off whenever possible or three (3) weekends off in each six (6) week period~~

2. Vacation/~~Recognized~~ **General** Holidays/Income Protection/ Bereavement Leave

- i) The amount of paid vacation that an employee receives under the 9.69 ("10") shift schedule shall correspond exactly in hours to be paid vacation on a seven and three-quarter (7.75) hour shift schedule.
- ii) An employee required to work on a ~~recognized~~ **general** holiday shall be paid for hours worked at the rate of one and one-half (1.5) times their basic rate of pay and, in addition, a full-time employee shall receive seven point seven five (7.75) hours off at their basic rate of pay, or may choose to be paid the seven point seven five (7.75) hours at their basic rate of pay.
- iii) Income protection shall accrue in accordance with the terms of the Collective Agreement and will be utilized for periods of absence from scheduled duty due to accident or illness.
- iv) Shift premium shall be paid in accordance with the Collective Agreement.
- v) Subject to the provisions of the Collective Agreement, bereavement leave shall be paid for all hours scheduled.

3. There must be mutual agreement between the Employer and the Union to continue with the **ten (“10”)** hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either party may, therefore, terminate this Agreement by serving sixty (60) days’ written notice of termination upon the other.
4. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.

DRAFT

LETTER OF UNDERSTANDING #18XX-3
Hours of Work and Shift Schedules

NORTHERN REGIONAL HEALTH AUTHORITY

RE: LEAF RAPIDS - 12/8 HOUR SHIFT PATTERNS

The Employer and the Union mutually agree that the following conditions and understandings shall apply regarding the application of the combined eleven point six two five (11.625) and seven point seven five (7.75) hour shift schedule pattern, herein after referred to as the twelve (12) and eight (8) hour shift schedule pattern.

1. Hours of Work

- i) The shift pattern period shall be eight (8) weeks in duration and consist of a combination of twelve (12) and eight (8) hour shifts. Full-time hours will be three hundred and ten (310) hours within the eight (8) week shift pattern.
- ii) Each shift of twelve (12) hours is to be inclusive of two (2) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of twelve (12) hours shall be exclusive of one (1) thirty (30) minute meal period and inclusive of one (1) thirty-seven (37) minute meal period. Meal periods are paid at regular rates of pay.
- iii) Each shift of eight (8) hours is to be inclusive of two (2) fifteen (15) minute rest periods. It is understood that these rest periods are to be taken at the discretion of the employee and provided that such breaks will not unduly disrupt patient care. Each shift of eight (8) hours shall be inclusive of one (1) meal period not exceeding thirty (30) minutes in length. The meal period is paid at the regular rate of pay.
- iv) As employees are not able to leave the facility for meal periods, overtime payment is applicable as per the Collective Agreement.

2. Overtime provisions will apply as follows:

- i) An employee works beyond three hundred and ten (310) hours in the eight (8) week shift pattern.
- ii) An employee works beyond twelve (12) hours in a day.
- iii) An employee after commencing an eight (8) hour shift accepts an extension of this shift, shall receive overtime rates for those hours that exceed eight (8) hours.

3. Vacation/General Holidays/Income Protection/Bereavement Leave

- i) The number of duty days off that an employee receives under this shift schedule pattern are to correspond exactly in hours to the duty days off on an eight (8) hour shift pattern.
- ii) An employee required to work on a general holiday shall be paid for hours worked at the rate outlined in Article 16 and, in addition a full-time employee shall receive eight (8) hours off at their basic rate of pay, or may choose to be paid the eight (8) hours at their basic rate of pay.
- iii) An employee may accumulate three (3) general holidays for the purpose of taking two (2) paid "12" hour shifts off duty.
- iv) Where required on general holidays, the schedule will be adjusted in advance as per the Collective Agreement.

4. Shift premium will be paid in accordance with the Collective Agreement.

5. There must be mutual agreement between the Employer and the Union to continue with the twelve (12)/eight (8) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.
6. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.

DRAFT

**LETTER OF UNDERSTANDING #18XX-4
Hours of Work and Shift Schedules**

NORTHERN REGIONAL HEALTH AUTHORITY

**RE: NRHA SECURITY SERVICES AND HOPE NORTH –
12-HOUR SHIRT PATTERN**

The Employer and the Union mutually agree that the following conditions and understandings shall apply regarding the application of the eleven point six-two-five (“12”) hour shift pattern.

1. Hours of Work

- i) Annual hours of work shall be two thousand and fifteen (2015) hours annually.
- ii) There shall be twenty (20) regular shifts of eleven (11) hours and thirty-seven (37) minutes (11.625 hours) duration in each three (3) consecutive biweekly periods.
- iii) The time period on site will be twelve (12) hours and will be inclusive three (3) fifteen (15) minute rest periods. In addition, a thirty (30) minute meal period will be paid at the regular rate of pay without accruals in recognition that the meal period must take place on site.
- iv) Overtime rates of pay shall be paid for time worked in excess of a twelve (12) hour shift or for hours worked in excess of two hundred and thirty-two and one-half (232.5) hours in three (3) consecutive biweekly periods.

2. Vacation/Recognized **General** Holidays/Income Protection/ Bereavement Leave

- i) With reference to the above benefits, the paid time off that an employee receives under the twelve (12) hour shift pattern is to correspond exactly in hours to the paid time off on a seven and three-quarter (7.75) hour shift pattern.
- ii) An employee required to work on a paid general holiday shall be paid for hours worked in accordance with Article 16. A full-time employee shall receive seven and three-quarter (7.75) hour at their basic rate of pay.
- iii) An employee may accumulate three (3) general holidays for the purpose of taking two (2) paid twelve (12) hour shifts off duty at one time.

3. Shift premium to be paid in accordance with Article 20.

4. There must be mutual agreement between the Employer and the Union to continue with the twelve (12) hour shift schedule pattern, otherwise the provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply. Either party may, therefore, terminate this Agreement by serving sixty (60) days' written notice of termination upon the other.

5. It is understood that unless specified, all other provisions of the Collective Agreement are applicable.

GENERAL LETTERS OF UNDERSTANDING

DRAFT

LETTER OF UNDERSTANDING #3

RE: IMPACT OF HOURS OF WORK REDUCTION ON PENSION PLAN

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

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

THEREFORE, the Parties further agree that every employee who receives a benefit at a time when her average earnings calculation includes part or all of the period of November 15, 1996 to April 29, 1999, shall have that benefit calculated by using notional earnings. Notional earnings are those earnings the employee would have received had there been no reduction in paid hours. Any additional costs for this adjustment shall be absorbed by the resources of the pension plans.

DRAFT

LETTER OF UNDERSTANDING #4

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

During the term of the 2017 to 2024 Collective Agreement, the Employer will not exercise any right it may receive through legislation which enables the Employer to unilaterally reduce the wages specified in the Collective Agreement or the hours of work specified in Article 18 during the life of this Collective Agreement.

DRAFT

LETTER OF UNDERSTANDING #5

RE: REASONABLE ACCOMMODATION/RETURN TO WORK

Reasonable Accommodation

The Parties recognize that the Manitoba *Human Rights Code* establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba *Human Rights Code*.

The Employer and the Union 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 Union.

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 Union and the Employer, be waived.

When an accommodation is being implemented, the Employer and the Union agree to provide an orientation to affected employees concerning the principles of reasonable accommodation and the nature of the accommodation being implemented.

In the event the accommodation results in the employee being moved to a higher classification position, her new salary shall be determined in accordance with Article 1404.

In the event the accommodation results in the employee being moved to a lower classified position, her new salary shall be determined in accordance with Article 1405.

Return to Work

The Employer, the Union and employee(s) share a mutual concern for facilitating the return to work of ill, injured or disabled employees. The Union shall be notified of any return to work initiatives with respect to any employee. The applicable Parties shall meet to ensure the employee is clear on all the details and provisions of the return to work and that the work designated is within her restrictions and limitations as documented by a qualified medical practitioner.

LETTER OF UNDERSTANDING #6

RE: REDEPLOYMENT PRINCIPLES

1. **PURPOSE:**

- 1.01 The Parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The Parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.02 It is agreed by the Parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.
- 1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility site shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.04 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned unions and employers.
- 1.05 For the purposes of this Letter of Understanding “receiving agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the “sending agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit where the position/ employee originated.
- 1.06 All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.
- 1.07 “Central Redeployment List” means a list of employees who have been laid-off from a participating employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.
- Manitoba Council of Health Care Unions (MCHCU) will be provided with a copy of the Central Redeployment List, with an updated list provided on a continuing basis.
- 1.08 “Provincial Health Care Labour Adjustment Committee” (hereinafter referred to as the “Committee”) refers to the committee established by an agreement commencing January 20, 1993 between The Government of Canada, The Government of Manitoba, Manitoba Health Organizations Inc., and Manitoba Council of Health Care Unions.

2. **SENIORITY:**

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

3. **TRIAL PERIOD:**

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

4. NEW AND VACANT POSITIONS:

4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/unions.

4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving **facility site** within a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Central Redeployment List.

If there are no applicants/no qualified applicants from the same region, the receiving **facility site** shall provide preferential consideration to qualified applicants from other regions who are on the Central Redeployment List.

The following provisions shall apply in filling the vacancy:

- (a) employees on the Central Redeployment List shall be listed in order of seniority [as per "sending" Collective Agreement(s)];
- (b) subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
- (c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- (d) in assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- (e) receiving facilities job description applies vis-à-vis qualification requirements;
- (f) once an employee has been permanently redeployed and has completed the trial period with a receiving employer, she/he shall relinquish any recall rights to her/his former employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending employer and the original receiving employer.

5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:

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

6. PORTABILITY OF BENEFITS:

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.
- 6.03 Length of employment applicable to pre-retirement leave. NOTE: Deer Lodge Centre limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.04 Length of employment for the purposes of qualifying to join benefit plans, e.g., two (2) year pension requirement.
- 6.05 Benefits - An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
- 6.06 Salary Treatments:
 - (a) If range is identical, then placed step-on-step;
 - (b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.

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

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

7. OTHER CONDITIONS:

- 7.01 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.
- 7.02 Salary and vacation earned to date to be paid out by sending employer.
- 7.03 Banked time including overtime bank, stat bank, to be paid out by sending employer.

8. TRAINING:

- 8.01 The Parties agree that provisions for training will be dealt with by the Committee.

9. ADMISSION OF NEW MEMBERS:

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

10. ACCEPTANCE OF LETTER OF UNDERSTANDING:

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

11. DURATION:

11.01 This Letter of Understanding shall be in full force and effect for an indefinite period commencing the date of signing. In the event that any one of the Parties signatory to this Letter of Understanding wishes to terminate its participation in this Letter of Understanding it shall give sixty (60) days written notice to the Committee and to the appropriate bargaining agent or employer in respect of its collective agreement. Such termination shall not invalidate this Letter of Understanding as affects the other signatories except for the specific employer or bargaining agent that is party to the relevant and affected collective agreement.

12. AMENDMENTS:

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

13. APPEAL PANEL:

13.01 Should a dispute(s) arise between a participating union(s) and a participating employer(s) regarding the application, interpretation or alleged violation of this Letter of Understanding, the Parties concerned shall meet and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved, any party to the dispute may refer the matter(s) to an Appeal Panel composed of:

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

The Appeal Panel shall set its own procedures for hearing the dispute and may accept any evidence that it deems appropriate.

Only lay advocate(s) shall be utilized by each party to the dispute in the presentation of its case.

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

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

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

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

LETTER OF UNDERSTANDING #7

**SHARED HEALTH
HEALTH SCIENCES CENTRE SITE AND DIAGNOSTIC SERVICES ONLY**

RE: WEEKEND WORK

~~This is to confirm that the Canadian Union of Public Employees Local 1550 and the Health Sciences Centre agree that~~ Part-time employees who, as a condition of employment accept positions designated as “weekend” work, shall waive the right to:

(a) have every third weekend off;

OR

(b) have the regular time worked on weekends paid for at overtime rates as stipulated in the clause relating to weekends off.

All other provisions of the Collective Agreement ~~between the Canadian Union of Public Employees, Local 1550 and the Health Sciences Centre~~ shall apply to these employees.

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LETTER OF UNDERSTANDING #8

RE: STAFF MOBILITY WITHIN CUPE

1. This Letter of Understanding is attached to and forms part of the collective agreement between the Parties and replaces any other LOUs regarding mobility internal or external to this collective agreement.
2. The Parties agree to work towards a systemic labour adjustment plan utilizing a regional attrition model where reasonable, and utilizing any other programs as agreed to by the parties
3. In the event that this Letter of Understanding conflicts with the terms of any existing collective agreement between the Parties, the terms of this Letter of Understanding shall prevail over the terms of the collective agreement (unless otherwise specified).
4. (a) In the event of a transfer/closure/consolidation/merger of one or more of the **sites**, the Employer(s) will notify the unions, where possible*, at least **ninety** (90) days prior to the implementation date unless otherwise provided for in the applicable collective agreement. The Employer(s) will determine the estimated number and types of positions available and update such data as the reconfiguration/implementation plans are defined.

*lesser notice may be given only in exceptional circumstances

(b) The Employer(s) and Union(s) 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 Union(s):
 - positions affected at the sending **site**;
 - number of vacancies and new positions created at the receiving **site**;
 - up-to-date seniority lists **and number of affected employees**;
 - pertinent classification information;
 - relevant time frames.
5. Staff Mobility
 - A. Transfers with Programs
 - i) When programs are transferred, consolidated, or merged from one **site** to another, the Employer(s) will determine the number of staff required by classification.

Qualified employees within the transferring program will be given the opportunity to move with the program. Where excess numbers of staff wish to move, staff will be selected based on seniority. Where an insufficient number of staff by classification volunteer to move, the sending facility(s) shall fill the remaining positions in the program by utilizing the job posting/recall procedures in the applicable collective agreement(s).

If vacancies continue to exist after the job competition, the Employer(s) reserves the right to transfer employees from the sending facility to fill the vacancies commencing with the most junior qualified employee.
 - ii) Employees who are transferred in accordance with this Letter of Understanding shall retain seniority as described in (6) below, service and other portable benefits as set out in the Letter of Understanding on Redeployment Principles, and will be treated in all respects as if they had always been employees of the receiving **site**.

- iii) The receiving **site** will provide an orientation period to employees transferring to the new **site**. 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.
- iv) No new probationary/trial period will be served by transferring employees. Any transferring employee who had not yet completed their probationary period at the sending site will complete the balance of the period required at the receiving **site**.

~~Should the transferred employee decide not to remain at the receiving facility, such employee shall provide written notice to the receiving facility no later than 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.~~

B. Temporary Transfer of Employees

- i) To facilitate temporary transfers to sites experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another site shall be offered the opportunity to work in the site(s) experiencing the need for additional employees.
- ii) Temporary transfers shall not be implemented until the applicable provisions of the collective agreement of the receiving **site** relating to the assigning of occasional additional shifts are fulfilled.
- iii) The temporarily transferred employees will continue to be covered by the terms of the sending site's collective agreement.
- iv) Where an insufficient number of qualified employees volunteer to be temporarily transferred, the site(s) reserve the right to transfer employees, commencing with the most junior qualified employee at the sending facility.
- v) Orientation at the **new site shall be provided**. ~~as set out in (5) (a) (iii) above will be provided if reasonably possible.~~

C. Voluntary Transfers to Vacancies

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

- i) Vacancies will be filled in accordance with the provisions of the applicable collective agreement.
- ii) An internal and **external** posting may occur simultaneously. Employees from other **sites** will have the right to apply for said vacancy. **If the selected employee is a current CUPE employee**, they will be entitled to transfer all seniority, service and other benefits and will be treated in all respects as if they had always been an employee of the receiving **site**.
- iii) Selection shall be in accordance with the terms of the collective agreement.

6. Seniority

- (a) Seniority lists will be maintained in accordance with the collective agreements for internal purposes at each ~~facility~~ **site as per Schedule "B"**.

(b) Mobility seniority for the purposes of this Letter of Understanding will be calculated as follows:

“Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer”.

(c) Transferring employees will be treated in all respects as though they had always been employed at the receiving **site**.

(d) To ensure the accuracy of the calculation of the mobility seniority, the Employer(s) will provide sufficient information to verify an accurate calculation has been made.

~~(e) Any employee who:~~

~~i) has utilized a redeployment number in the past to obtain a position but was not permitted to transfer seniority credits at the receiving facility site, or~~

~~ii) has voluntarily transferred to another site facility between 01 January 1998 and the effective date of this memorandum shall be entitled to an adjustment of seniority which will reflect cumulative seniority earned both at the sending and receiving facilities. Processes contingent on seniority implemented prior to date of signing will not be adjusted retroactively, (e.g., bumping, vacation preference).~~

7. This LOU does not extend to or apply to casual employees. Specifically, casual employees shall not have the right to apply for or be appointed to positions pursuant to any Mobility memo process.

The Mobility **LOU** provisions dealing with Program Transfers do not extend to or apply to term employees unless they hold a permanent position with the sending employer. The Mobility **LOU** provisions dealing with Voluntary and Temporary Transfers may apply to all term employees.

8. Vacation: Vacation earned at the sending **site** shall not be paid out upon transfer unless the employee requests. If a person elects to have vacation transferred, it does not mean that the previously approved vacation dates will be honoured at the receiving **site**. Only the amount of time which has to be taken in accordance with the new **site's** collective agreement will be honoured and operational requirements will be taken into account.

9. Probationary and Trial Period: There will be no new trial period or probationary period for employees who are transferring with programs. As stated above, only employees who have not completed their probationary period with a sending **site** will be expected to complete it at the receiving **site**. If an employee voluntarily transfers from a sending to a receiving **site**, within the same Employer and same bargaining unit, the employee is subject to a trial period in accordance with the collective agreement.

10. Mobility to Term Positions: Mobility applies for employment into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are ported at the time of employment. Should the employee not obtain a permanent position with the new Employer, all seniority and benefits shall terminate, unless the employee in turn obtains employment with another Employer where mobility or portability applies, and within the timelines specified.

11. An employee who occupies a casual position at a receiving **site** and a permanent or term position at a sending **site**, and who subsequently obtains a permanent or term position at a receiving **site**, will be allowed to transfer seniority and benefits accrued in the permanent or term position at the sending **site**, to the newly acquired permanent or term position in the receiving **site**.

NOTE: Current contract provisions re placement on salary scale when employees resign a permanent or term position and remain on the casual roster continue to apply.

12. The Local President at a receiving **site** will be provided with written notification regarding each employee's mobility seniority at the time of their transfer. In that regard, the following specific data shall be provided:

- Start date at sending site;
- Seniority (hours);
- Seniority date at sending site;
- Termination date at sending site;
- Start date at receiving site.

13. Bridging Time for the Purposes of Mobility: An employee who commences employment with the receiving **site** within six (6) weeks of termination of employment with the sending **site** will be entitled to mobility of seniority, service and benefits as above.

DRAFT

LETTER OF UNDERSTANDING #11

APPLICABLE TO WCHREO, NHREO AND SHEO ONLY

RE: RECRUITMENT, RETENTION AND EDUCATION FUND (RREF)

The Parties agree that ~~three (3) pay periods~~ **as soon as reasonably possible** following **the** date of ratification, **at the commencement of a pay period**, the employee portion of the Employment Insurance (EI) rebate will be directed to a provincial training and education fund. The training and education fund will be administered by the ~~CUPE Provincial Health Care Council (PHCC)~~ **duly elected Recruitment, Retention and Education Fund (RREF) Trustees**. It will be the responsibility of the ~~PHCC~~ **RREF Trustees** to establish Terms of Reference for the administration of the training and education fund including guidelines for the allocation and distribution of the monetary resources. It is understood that the fundamental purpose of the training and education fund is to assist employees in upgrading their skills and education to further their careers in health care and to enhance the availability of qualified employees within the provincial health care sector.

DRAFT

LETTER OF UNDERSTANDING #12

SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION

RE: RECRUITMENT, RETENTION AND EDUCATION FUND (RREF)

The Parties agree that, ~~three (3) pay periods~~ **as soon as reasonably possible** following the date of ratification, at the commencement of a pay period, the employee portion of the Employment Insurance (EI) rebate will be directed to a provincial training and education fund. The training and education fund will be administered by the ~~CUPE Provincial Health Care Council (PHCC)~~ **duly elected Local 4270 Recruitment, Retention and Education Fund (RREF) Trustees**. It will be the responsibility of the **PHCC Local 4270 RREF Trustees** to establish Terms of Reference for the administration of the training and education fund including guidelines for the allocation and distribution of the monetary resources. It is understood that the fundamental purpose of the training and education fund is to assist employees in upgrading their skills and education to further their careers in health care and to enhance the availability of qualified employees within the provincial health care sector.

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LETTER OF UNDERSTANDING #13

RE: HEB PENSION OR BENEFIT PLAN IMPROVEMENTS

During the term of the **2017 to 2024** Collective Agreement, should another health care union receive enhanced **HEB** pension or benefit plan improvements **under the HEB plans**, the **CUPE support group** will also receive the same enhancements at the same time.

DRAFT

LETTER OF UNDERSTANDING #15

HEALTH SCIENCES CENTRE

RE: MAINTENANCE SUPERVISORS INCLUSION

Whereas, the Maintenance Supervisors at the Health Sciences Centre Site were formerly represented by the Manitoba Government and General Employees' Union (MGEU) Trades (former MLB Certificate No. 5897) and were subsequently incorporated into the Canadian Union of Public Employees, Local ~~4550~~ **204** through the process of bargaining unit restructuring, and;

Whereas the Parties have agreed that they would endeavour to limit the adverse effects of the bargaining unit restructuring process on the terms and conditions of employment specific to the Maintenance Supervisors.

IT IS THEREFORE AGREED THAT:

1. Terms and conditions of employment contained in the CUPE ~~4550~~ **204**/HSC Collective Agreement will be in full force for the Maintenance Supervisor group as well as those provisions contained within a Memorandum of Agreement re. Maintenance Supervisors between the Parties dated May 23, 2006.
2. In the event that any provision of the Memorandum of Agreement re. Maintenance Supervisors dated May 23, 2006, conflicts with a provision contained within the CUPE ~~4550~~ **204**/ HSC Collective Agreement, the Memorandum of Agreement shall prevail.
3. Amendments to the Memorandum of Agreement re. Maintenance Supervisors dated May 23, 2006, will be made at the same time, and in the same manner, as amendments to the Collective Agreement (as per Article 2 – ~~Duration~~). Only members listed in clause 2 of the Memorandum of Agreement shall be party to changes to the Memorandum of Agreement.

LETTER OF UNDERSTANDING #16

HEALTH SCIENCES CENTRE

RE: MAINTENANCE SUPERVISORS

This Memorandum of Agreement is referred to in a Letter of Understanding contained within the Collective Agreement entered into between CUPE 4550 and WRHA (HSC Site) dated April 1, 2012, to March 31, 2017, and shall be read and interpreted in conjunction with that Collective Agreement. This Memorandum of Agreement shall remain in force and effect for the life of the Collective Agreement. Agreed March 17, 2016.

Clause 1 – Definitions

- 1.01 Probationary period – The period from the last date of employment to the completion of six (6) calendar months of employment will constitute an employee's probationary period. During such period, the employee shall not have recourse to the grievance procedure for reasons of termination of employment for unsuitability or unsatisfactory performance. This period may be extended if the Employer so requests and the Union agrees.
- 1.02 Trial period – All promotions and voluntary transfers are subject to a three (3) month trial period in the case of full-time appointment. This period may be extended if the Employer so requests and the Union agrees. An employee who is unsuccessful during this trial period shall be returned to their former position and salary level.

Clause 2 – Classifications

- 2.01 The classifications specified below shall be excluded from the application of Article 9 – Job Evaluation of the CUPE Local 4550 Collective Agreement.
- Maintenance Logistics Coordinator (774)
 - Facilities Services Supervisor (762)
 - CCMS Coordinator (765)
 - Shift Supervisor (787)
 - Electronics Supervisor (781)
 - Electrical Supervisor (767)
 - Plumbing Supervisor (778)
 - Environmental Supervisor (769)
 - Preventative Maintenance Coordinator (A95)
 - Architectural and Projects Supervisor (B87)
- 2.02 If a new classification within the Maintenance Supervisors group is established, or if there is a material change in the job content of an existing classification during the term of this Memorandum of Agreement, the Employer will notify the Union as to the proposed new classification / material change in job content and the associated rate of pay. If the Union desires to enter into discussions concerning the associated rate of pay, it will so inform the Employer within seven (7) days of receipt of said notice and discussions will commence within fourteen (14) days thereafter. These time limits may be extended by mutual agreement between the Parties.
- 2.03 Failing agreement, the matter of rate of pay may be referred to Arbitration in accordance with Article 11.
- 2.04 Any dispute as to whether a new classification falls within the scope of the bargaining unit shall be referred to the Manitoba Labour Board for determination.

- 2.05 At any time after an employee has occupied a position for greater than three (3) months, they shall have the right to request a review of the classification they occupy if they can demonstrate that the duties and responsibilities of their position have substantially changed. Such request shall be submitted, in writing, to the Director of Maintenance Services.
- 2.06 The Employer will examine the duties and responsibilities assigned to the employee and provide a decision as to the validity of the request within twenty-one (21) working days from the date they received the request from the employee.
- 2.07 A revision to an existing job description to more accurately reflect the job content shall not constitute prima facie evidence of a substantial change to the duties and responsibilities of the position.
- 2.08 An employee who disputes a decision provided under clause 2.06 may file a grievance in accordance with Article 10.
- 2.09 If the salary range of a new or revised classification is adjusted by means of the application of this Clause, the adjustment shall be retroactive to the date the new or revised classification came into effect.

Clause 3 – Annual Vacations

- 3.01 Where an employee qualifies for income protection involving hospitalization (in-patient admission or non-elective out-patient surgery), or qualifies for compassionate leave in accordance with Article 1709, there shall be no deductions from vacation credits for such absences. The period involving hospitalization and post hospitalization (if applicable) or compassionate leave will be reinstated to the employee's vacation accumulation and rescheduled upon provision of proof of hospitalization and post hospitalization (if applicable) or proper notice of death having occurred.

Clause 4 – Leave of Absence

- 4.01 Article 1711 of the Collective Agreement shall apply with the exception that four (4) days shall be five (5) days. It is understood that necessary travel time is included within the period of bereavement leave.

Clause 5 – Hours of Work

- 5.01 The regular working hours for employees, other than the Shift Supervisor, will not exceed eight (8) hours per day or forty (40) hours per week (exclusive of meal periods). The regular work week for employees, other than the Shift Supervisor, is five (5) consecutive days, Monday to Friday, normally commencing at 0800 hours and concluding at 1630 hours or altered to commence no earlier than 0730 hours, as per changes in department operations. A change of start/end times as per the above does not constitute a change in shift or hours. The normal meal period shall be 1200 – 1230 hours.
- 5.02 Regular hours of work shall include a rest period of twenty (20) minutes during each continuous three (3) hour period of duty and shall exclude a meal period of at least thirty (30) minutes during each regular workday.
- 5.03 Except as expressly authorized by the Employer, employees are required to remain available for duty within the plant during the rest periods.
- 5.04 There will be no payment for occasional overtime periods or deductions for occasional tardiness of less than fifteen (15) minutes duration in a day.

- 5.05 Unless given seven (7) days prior notice, an employee whose shift is temporarily changed shall be paid at overtime rates for the first shift worked that varies from the posted schedule.
- 5.06 The Employer shall notify the Union in writing within ninety (90) days of any proposed permanent change in the working hours or shift of any Maintenance Supervisor(s). During the subsequent period, the Union may request joint discussions regarding the shift change. If after joint discussions a consensus on the change is not achieved, and the Employer still considers it necessary to make a permanent change in the shift or working hours of any Maintenance Supervisor(s), the change will occur as originally proposed.

Clause 6 – Overtime

- 6.01 Overtime shall be authorized time worked in excess of the regular daily or bi-weekly hours as specified in Clause 5.01 above. Except in emergency situations, authorization must be obtained prior to the start of any overtime work. The Employer agrees that authorization in these emergency situations will not be unreasonably withheld and may require a written report substantiating the reason for the overtime worked.
- 6.02 An employee shall receive:
- (a) One and one-half (1½) times their basic rate of pay for the first two (2) hours of overtime in any one (1) day, and;
 - (b) Two (2) times basic rate of pay beyond the first two (2) hours of overtime in any one (1) day, and;
 - (c) Two (2) times their basic rate of pay for all overtime worked on a scheduled day off, and;
 - (d) Two and one-half (2½) times their basic rate of pay for all overtime worked on a general holiday.
- 6.03 Upon mutual agreement, an employee may be granted paid time off equivalent to and in lieu of the overtime payment to which they would otherwise be entitled.
- 6.04 An employee who works overtime contiguous to their regular shift for a period in excess of two (2) hours, or who works any other overtime for a period in excess of four (4) hours, shall be provided a meal allowance of four dollars (\$4.00) and a further four dollars (\$4.00) for each subsequent four (4) hour overtime period.
- 6.05 “Standby” refers to any period of time during which an employee is required to be available in the event they are required to be contacted and are required to be available to return to work without undue delay.
- 6.06 Assignment of standby coverage shall be distributed as equitably as reasonably possible among those Maintenance Supervisors deemed qualified through mutual agreement of the Employer and the Union. At a minimum all Shop Supervisors shall be on the standby roster at all times. An employee requesting that their name be added or temporarily removed due to special circumstances from the standby roster shall submit such request, in writing, to the Employer. Such addition or temporary removal shall be by mutual agreement. Affected employees shall notify the Employer, at least five (5) calendar days in advance of any interchanges in standby coverage.
- 6.07 An employee required to be on standby shall be paid two (2) hours basic pay for each eight (8) hour or portion thereof period of standby coverage.

An employee required to be on standby on a general holiday shall be paid three (3) hours basic pay for each eight (8) hour or portion thereof period of standby coverage.

- 6.08 When an employee is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the following shall apply:
- i) The employee shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond 15 minutes shall be compensated at the next higher 15-minute interval.
 - ii) For purposes of calculation as per a) and b) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
 - iii) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their Supervisor for processing.

An employee who is called back to the workplace, and works outside of their regular working hours shall be paid for hours worked at overtime rates of pay with a minimum guarantee of three (3) hours pay at overtime rates. The minimum guarantee shall not apply when an employee is called back within two (2) hours of the commencement of their next shift. In such case, the employee will be paid at overtime rates from the time they started work to the beginning of their shift.

A call back shall be defined as any call back to work received by an employee during the period of time between the completion of their shift and the commencement of their next subsequent shift.

- 6.09 Except as provided, there shall be a minimum of eight (8) hours break between the conclusion of any overtime worked and the next regularly scheduled shift. However, if the Employer is unable to provide such eight (8) hour break, the Employer shall have the option of either deferring the actual starting time of the employee's next regularly scheduled shift, in effect reducing the hours of the next shift, in order to provide the eight (8) hour break, or overtime rates shall be paid to the affected employee for the next shift. In the event that the starting time of the employee's next shift is deferred, the employee shall receive pay for the entire scheduled shift at straight time rates.

Clause 7 – Stand-in Premium

- 7.01 In the event that the Employer assigns an employee to, in addition to their regular duties, relieve an absent Supervisor and to assume those duties for a minimum of two (2) hours, the employee shall receive an additional one dollar and seventy-five cents (\$1.75) for each hour of such assignment.
- 7.02 A single employee shall not be required to provide such relief for a period of time, which is greater than the maximum allowable vacation period, unless mutually agreed by the Employer and the Union.
- 7.03 If an employee agrees to provide relief coverage during a period of extended illness (beyond 4 weeks) or during a position vacancy period, and has assumed substantially all of the duties and responsibilities for the role they shall be paid the higher of:
- i) an additional two dollars and forty cents (\$2.40) for all hours worked.

ii) or the minimum step for the higher classification.

7.04 If mutual agreement is not obtained, the relief requirement shall be rotated.

Clause 8 – Medicare Premiums

8.01 In the event the Government of Manitoba introduces Medicare premiums, the Employer agrees to meet with the Union in order to discuss an equitable sharing of the cost of such premiums.

Clause 9 – Shift Supervisor Shift Premium and Transportation Allowance

9.01 The position of Shift Supervisor shall be entitled to the premiums identified in Article 20 of the CUPE/HSC Collective Agreement when they are working, where applicable.

9.02 In those instances where the Shift Supervisor works a split shift, they shall be paid a transportation allowance in accordance with Article 24 for the additional trip to the Centre.

Clause 10 – Grandfathering Legacy

10.01 The Employer agrees that the following incumbents shall not be denied consideration for Maintenance Supervisor positions that may arise solely by reason of not possessing the required level of secondary education (i.e. Grade XII Manitoba standards).

K. Owens, T. Maiden

Clause 11 – Seniority

11.01 Article 1202 of the CUPE/HSC Collective Agreement will not apply and the following will but only for the positions covered by this MOA:

Seniority shall be considered as a factor in vacancy selection and if all other selection criteria are relatively equal it shall be considered as the governing factor.

LETTER OF UNDERSTANDING #27

WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION
CHURCHILL SITE ONLY

RE: INCLEMENT WEATHER

The Employer will endeavour to provide comfortable environmental conditions in the workplace. The following are guidelines for addressing inclement weather conditions:

- (a) When the temperature reaches minus fifty-five (-55°C) degrees Celsius or the wind chill is equivalent to minus fifty-five (-55°C), or when the visibility is down to one-quarter ($\frac{1}{4}$) mile or point four (.4) kilometres, those employees already at the worksite shall remain until replacement staff has arrived and/or until transportation home can be arranged. Those employees scheduled to work but who have not arrived shall remain at their home and accessible until transportation to work can be arranged.

~~During polar bear season the Employer shall provide transportation to and from work upon request.~~

- (b) The local weather office will be the information source. The information will be available at the following times:
7:35 a.m.,
12:00 noon,
3:00 p.m.
- (c) The department supervisor will verify weather conditions at these times, and, after consultation with the ~~Chief Executive Officer~~ **Executive Director** or designate, will advise their employees should they not be required for work and/or transportation arrangements.
- (d) **In the event that Polar Bears constitute an immediate danger to employees travelling to and from the site, the Employer shall ensure that employees are reimbursed for, or provided with transportation.**

LETTER OF UNDERSTANDING #35
KLINIC COMMUNITY HEALTH AND
EDEN MENTAL HEALTH CENTRE ONLY

RE: JOB SHARING

Preamble

The philosophy of alternate work arrangements such as job sharing recognizes that employees have obligations and commitments outside the workplace. Job sharing provides employees with greater flexibility to balance the demands of their work and personal lives. Such arrangements are initiated by the employee and require mutual agreement between the Employer and the Union.

Definitions

A "Job Share" is an alternative work arrangement whereby the duties and responsibilities of a full-time position are shared between two employees with concurrence from both the Employer and the Union.

A "Job Share Employee" is one who is employed in a job share position.

Section 1 – General Terms and Conditions

1.01 Requests to Job Share

Requests for job sharing will be employee initiated and will be made through the Employer. Permission to job share will be given at the discretion of the Program Director. The responsibility for finding a suitable job share partner rests with the employee. If an employee is unable to find a job share partner on her own, the position may be posted and filled in accordance with **Article 17** of the Collective Agreement. The Employer cannot initiate such a posting without the agreement of the Union.

Positions filled by job sharing must lend themselves to this kind of staffing arrangement and create minimal disruption to the operation of the Employer. Positions which are job shared must be done so at no additional cost to the Employer.

1.02 Concurrence of the Union

Prior to any employees commencing a job share, concurrence from the Union shall be obtained. This shall occur at the level of the Labour/Management Committee.

1.03 Reconsideration of Employer Decision

In the event the Employer is unwilling to allow a job share arrangement, the initiating employee may request a meeting in order to make a further representation. The employee may request the presence of a Union representative. The Employer will render a final decision within one week of the meeting.

1.04 Mandatory Completing of Probation

Only employees who have completed their probationary period within their existing positions and who are qualified to carry out all the duties of the job sharing position shall be considered for job sharing.

1.05 Only One Job Share at a Time

Employees may not hold more than one job share position at any one time.

1.06 Status of Applicants for Job Sharing

Applicants for job sharing must be of the same labour class. The job being shared must be held by one of the incumbents requesting the job share. Upon commencement of the job share the original employee will still own the position but not in such a way as it grants her any authority over the other job sharer. Upon conclusion of the job share each employee will revert to her former status.

1.07 Six Month Review

Each job share will be reviewed by the employees and the Employer six (6) months after the job share begins. Employees who do not wish to continue the job share shall have the right to return to their original positions at a mutually agreed upon date and the job share agreement shall end.

1.08 Temporary Vacancy in a Job Share

If a job share employee takes an extended leave of absence (i.e., maternity leave) the remaining job share partner is offered the option of working full-time. In the event that she declines she may elect to find another temporary job share partner or the position will be posted in accordance with **Article 17** of the Collective Agreement.

1.09 Notice to terminate a Job Share Agreement

A party to a job share agreement must give one (1) month written notice of her intention to terminate the agreement. This applies to both the employees and the Employer. The Employer shall not unreasonably discontinue a job share.

1.10 Elimination of Positions and Conclusions of Job Shares

Should the regular position of one of the job sharers be eliminated over the course of the job share, she shall be notified by the Employer and entitled to exercise her rights as though she had continued to remain in the job.

Upon the conclusion of job shares which have been renewed and continued for more than one (1) year, job sharers shall return to comparable positions at not less than the same wages. Should the original employee either resign her position or be promoted, the job share arrangement will be terminated.

1.11 When a Party to a Job Share Terminates her Involvement

An original employee whose job share partner terminates her involvement is responsible for finding a new partner should she still wish to continue job sharing. She shall also be responsible for filling that position on a full-time basis until a new job sharing partner is found. The Employer reserves the right to decide whether or not to allow a position to continue as a job share if one party discontinues her participation in it.

1.12 Full-Time Vacancies as a Result of Job Sharing Agreements

In the event of a full-time position becoming vacant as a result of a job sharing agreement, that position will be posted as a 1-year term after which it may be posted and filled permanently.

1.13 Promotion and Lateral Transfer

A job sharing employee will be eligible to apply for either promotion or lateral transfer. If she is successful she will be required to terminate the job share arrangement and assume the duties of her new position on the date specified by the Program Director.

1.14 Multiple Job Share Requests

If there is more than one request to job share within a program and that program cannot reasonably accommodate more than one shared position, should a job share be approved, preference will be given to the employee with the most seniority.

Section 2 – Rates of Pay and Benefits

2.01 Overtime

Time worked beyond an employee's scheduled share of the position will be paid at overtime rates in accordance with **Article 23**. Additional time worked which is not related to the job shared position shall be paid at straight time rates unless the total hours are in excess of the daily or biweekly hours of work.

2.02 Minimum Hours Shared

The minimum number of hours to be filled by a job sharer shall be eight (8) hours per week.

2.03 Job Share Renewal

Each job-sharing arrangement must be renewed annually. Job sharers must provide at least one month written notice of their intent to renew their job sharing agreement. In no case will a job share arrangement exceed twelve (12) years.

DRAFT

LETTER OF UNDERSTANDING #37

RE: ARTICLE 35 – LONG SERVICE PAY

It is agreed between the Parties that the applicability of the language in the former CUPE Riverview Health Centre Collective Agreement – Article 35 (embedded below) will apply only to full-time and part-time employees employed by the Employer effective [enter date of ratification] and shall not be applied to employees who may transfer or be hired into the Employer after date of ratification.

Should any of the employees employed with Riverview as of [enter date of ratification] transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease.

It is understood that 'years of service' means continuous years of service.

Article 35 – Long Service Pay:

1. **Subject to the terms in this LOU above**, All employees covered by this Agreement shall receive service pay for each month of actual employment as hereinafter provided:
 - \$7.50 per month after completion of 5 years service
 - \$15.00 per month after completion of 10 years service
 - \$22.50 per month after completion of 15 years service
 - \$30.00 per month after completion of 20 years service
 - \$37.50 per month after completion of 25 years service
 - \$45.00 per month after completion of 30 years service

The service pay shall be paid annually on or before pay period #26 in the current year.

For the purpose of this Article the following shall apply:

- (a) Employees leaving the service of the Centre for any reason on or before the 15th day of any month shall not be entitled to service pay for that month.
- (b) Employees commencing employment after the 15th day of any month shall not be entitled to service pay for that month.
- (c) In order to determine the length of service for temporary employees, 21 days shall constitute one month and 252 days shall constitute one year.

LETTER OF UNDERSTANDING #41

WRHA – COMMUNITY PROGRAMS (MGEU 220)

RE: FORMER CIVIL SERVICE EMPLOYEE BENEFITS PLANS

Dental Plan

The Parties agree to the continuation of the Dental Services Plan with the following changes:

- (a) Effective January 1, 2007 and limited to dental work performed on and after that date, the basis for payment for covered services shall be the 2007 Manitoba Dental Association (MDA) Fee Guide;
- (b) The 2008 and 2009 MDA Fee Guides will be implemented effective January 1st of each respective year;
- (c) Dental coverage will continue for the first seventeen (17) weeks of Maternity Leave effective the first of the month following the date of signing and limited to maternity leaves commencing on and after that date;
- (d) The annual maximum per claimant is as follows:
 - (i) One thousand four hundred and seventy-five dollars (\$1,475);
- (e) The orthodontic lifetime maximum is as follows:
 - (i) One thousand six hundred and seventy-five dollars (\$1,675);
- (f) Part-time employees will be eligible for family coverage based on fifty percent (50%) of the coverage amounts applicable for full-time employees up to fifty percent (50%) of the maximum;
- (g) Prior to August 1, 2001, all part-time employees on staff as of the date of signing of this Agreement will be given the option to choose either:
 - (i) To maintain their single coverage under the dental plan; or
 - (ii) To elect family coverage on a pro-rated basis in accordance with Section (f);
- (h) All employees hired after July 31, 2001 will be eligible for family coverage in accordance with Section (f).

Vision Care Plan

The Parties agree to the continuation of the Vision Care Plan with the following changes:

- (a) Effective January 1, 2007 and limited to vision care services performed on and after that date, the basis for payment for covered services shall be the 2007 Optometric or Ophthalmological Fee Guide;
- (b) The 2008 and 2009 Fee Guides will be implemented effective January 1st of each respective year;
- (c) Changes to the Dental Plan respecting eligibility during Maternity Leave and prorated family year; coverage for part-time employees will also apply to the Vision Care Plan;
- (d) The maximum per claimant is two hundred and twenty-five dollars (\$225.00).

Civil Service Long Term Disability Income Plan (LTD Plan)

- (a) The parties agree that the benefits plan shall provide an employer paid Disability and Rehabilitation (D&R) Income Plan for eligible employees. The regulations governing this plan will be established pursuant to the Government Employees Master Agreement.
- (b) The elimination period for the LTD plan is one hundred and twenty (120) calendar days or the exhausting of the employees' income protection bank to a maximum of two-hundred and eight (208) working days.
- (c) The parties agree to remove the cap on preinjury earnings applicable to claims filed on or after March 17, 2007.

Ambulance and Hospital Semi-Private Plan

The parties agree that the benefits plan shall provide an employer paid Ambulance and Hospital Semi-Private Plan (A.H.S.P.) for eligible employees. The regulations governing this plan will be consistent with those established pursuant to the Government Employees Master Agreement.

Drug Plan

1. The Employer agrees to implement a Drug Care plan effective October 1, 2001 as follows:
 - (a) Eligibility requirements for employees and dependents will be the same as the Dental Services Plan;
 - (b) Co-insurance be based on 80% reimbursement;
 - (c) The maximum payment per contract (family) is six hundred and fifty dollars (\$650) per year.
 - (d) Effective April 1, 2008 the maximum payment per contract (family) is seven hundred dollars (\$700.00) per year.
2. Other terms and conditions of the Drug Care Plan will be similar to those currently in effect for the Drug coverage provisions of the existing employee – paid Extended Health Benefit (EHB) plan.

Health Spending Account (HSA)

The Parties agree to the provision of a Health Spending Account (HSA) as follows:

- (a) Effective January 1, 2006, the HSA benefit amounts shall be two hundred dollars (\$200.00) for full-time staff and one hundred dollars (\$100.00) for part-time staff per calendar year.
- (b) Effective January 1, 2007, the HSA benefit shall be three hundred dollars (\$300.00) for full-time staff and one hundred and fifty dollars (\$150.00) for part-time staff per calendar year.
- (c) Effective January 1, 2008, the HSA benefit shall be three hundred and fifty dollars (\$350.00) for full-time staff and one hundred and seventy-five dollars (\$175.00) for part-time staff per calendar year.

General Principle

The Parties agree that WRHA employees grand-parented to the Civil Service Benefit plans are grand-parented only to the existing benefits specifically identified in [Article 34](#) and this Appendix, as well as any negotiated improvements to these specific benefits. Any future new benefits negotiated into the Civil Service Benefit plans will not be available.

LETTER OF UNDERSTANDING #42

APPLICABLE TO ALL FORMER CIVIL SERVICE EMPLOYEES

**RE: CIVIL SERVICE PENSION PLAN (CSSB) VACATION CARRYOVER
FOR CSSB PENSION PLAN PURPOSES**

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

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

DRAFT

LETTER OF UNDERSTANDING #47

SOUTHERN HEALTH-SANTÉ SUD ONLY

**RE: DEFINITION OF “50 KILOMETRE RADIOS” FOR THE
PURPOSES OF THE COLLECTIVE AGREEMENT**

(Include new sites as per Schedule “C”)

HOME CARE PROGRAM

ALTONA

- Morris
- St Jean Baptiste
- Winkler

CARMAN

- Manitou
- Notre-Dame-de-Lourdes
- Morris
- St. Claude
- Starbuck
- Winkler

CRYSTAL CITY

- Manitou

GLADSTONE

- MacGregor

MacGREGOR

- Gladstone
- Portage la Prairie
- St. Claude

MANITOU

- Carman
- Crystal City
- Notre-Dame-de-Lourdes
- St. Claude
- Winkler

MORRIS

- Altona
- Carman
- Niverville
- St. Pierre-Jolys
- St. Jean-Baptiste
- Starbuck
- Winkler

NIVERVILLE

- Morris
- St Jean-Baptiste
- Starbuck
- Ste. Anne

- Steinbach
- St. Pierre-Jolys

NOTRE-DAME-DE-LOURDES

- Carman
- Crystal City
- Manitou
- St. Claude

PORTAGE

- Macgregor
- St. Claude

ST. CLAUDE

- Carman
- MacGregor
- Manitou
- Notre-Dame-de-Lourdes
- Portage la Prairie

ST JEAN BAPTISTE

- Altona
- Morris
- Niverville
- St. Pierre-Jolys
- Winkler

ST. PIERRE-JOLYS

- Morris
- Niverville
- Ste. Anne
- St. Jean-Baptiste
- Steinbach
- Vita

STE. ANNE

- Niverville
- St. Pierre-Jolys
- Steinbach

STEINBACH

- Niverville
- Ste. Anne
- St. Pierre-Jolys
- Vita

SPRAGUE

- None

STARBUCK

- Carman
- Niverville

VITA

- St. Pierre-Jolys

- Steinbach

WINKLER

- Altona
- Carman
- Manitou
- Morris
- St. Jean-Baptiste

FACILITIES:

ALTONA – Altona Community Memorial Health Centre - Eastview Place

- Emerson
- Morris
- Winkler
- Tabor Home

CARMAN – Memorial Hospital - Boyne Lodge PCH

- Manitou
- Morris
- Notre-Dame-de-Lourdes
- St. Claude
- Winkler
- Tabor Home

EMERSON – Health Centre

- Altona
- Morris
- Vita

GLADSTONE – Health Centre – Third Crossing Manor

- MacGregor

MACGREGOR – Health Centre

- Gladstone
- Portage la Prairie
- St. Claude
- Notre-Dame-de-Lourdes

MANITOU – Pembina-Manitou Health Centre

- Carman
- Notre-Dame-de-Lourdes
- Swan lake
- St. Claude
- Winkler
- Crystal City (Rock Lake)

MORRIS – General Hospital - Red River Valley Lodge

- Altona
- Carman
- Emerson
- St. Pierre-Jolys
- Winkler

- Grunthal

NOTRE DAME DE LOURDES – Centre de Santé Notre Dame Health Centre - Clinic, and Foyer

- Carman
- Manitou
- St. Claude
- Crystal City (Rock Lake)
- Tabor

PORTAGE LA PRAIRIE - General Hospital - Douglas Campbell Lodge - Lions Prairie Manor

- MacGregor
- St. Claude

ST. CLAUDE – Centre de Santé St. Claude Health Centre

- Carman
- MacGregor
- Manitou
- Notre-Dame-de-Lourdes
- Portage La Prairie
- Swan Lake

ST. PIERRE-JOLYS – Repos-Jolys

- Morris
- Ste. Anne
- Steinbach
- Vita
- Grunthal
- Villa Youville

STE. ANNE – Hôpital Ste. Anne Hospital

- Steinbach
- St. Pierre-Jolys
- Grunthal
- Villa Youville
- Grunthal

STEINBACH – Bethesda Regional Health Centre - Bethesda Place

- St. Pierre-Jolys
- Ste. Anne
- Vita
- Grunthal
- Villa Youville

SWAN LAKE – Lorne Memorial Hospital

- Manitou
- Notre-Dame-de-Lourdes
- St. Claude
- Crystal City (Rock Lake)

VITA – Vita & District Health Centre – Personal Health Centre

- St. Pierre-Jolys
- Steinbach
- Emerson
- Grunthal

WINKLER - Boundary Trails Health Centre

- Manitou
- Carman
- Morris
- Altona

GRUNTHAL – Menno Home for the Aged

- Morris
- St. Pierre-Jolys
- Ste. Anne
- Steinbach
- Vita
- Villa Youville
- Emerson

CRYSTAL CITY AND PILOT MOUND – Rock Lake

- Manitou
- Notre Dame
- Swan Lake
- Somerset

MORDEN – Tabor Home

- Altona
- Carman
- Somerset
- Notre Dame

STE. ANNE DES CHENES – Villa Youville

- Steinbach
- St. Pierre-Jolys
- La Broquerie

MENTAL HEALTH SERVICES

PORTAGE LA PRAIRIE – Mental Health – RAAM Clinic

STEINBACH – Mental Health

WINKLER – Mental Health – Pathways

PRIMARY HEALTH SERVICES

SPRAGUE – East Borderland Primary Care Centre

STEINBACH – Bethesda Primary Care Centre

SOUTHPORT – Southport EMS Station

PUBLIC HEALTH PROGRAM

ALTONA

- Morris
- Rosenort
- Winkler

CARMAN

- Boundary Trails Centre
- Boundary Trails Place
- Elie
- Morris
- Rosenort
- St. Claude
- Southport
- Somerset

ELIE

- Carman
- La Salle
- Portage
- Southport
- St. Claude

GLADSTONE

- MacGregor

LA SALLE

- Elie
- Morris
- Niverville
- Rosenort
- St. Jean-Baptiste
- St. Pierre
- Ste. Anne
- Steinbach

MACGREGOR

- Gladstone
- Portage la Prairie
- St. Claude

MORRIS

- Altona
- Carman
- St. Pierre-Jolys

NIVERVILLE

- Morris
- Rosenort
- Ste. Anne
- St. Jean-Baptiste
- St. Pierre-Jolys
- Steinbach

PILOT MOUND

- Somerset

PORTAGE LA PRAIRIE

- Elie
- MacGregor
- St. Claude
- Southport

ROSENORT

- Altona
- Carman
- La Salle
- Niverville
- St. Pierre-Jolys
- St. Jean-Baptiste

ST. CLAUDE

- Carman
- MacGregor
- Portage la Prairie
- Southport
- Elie

ST. JEAN BAPTISTE

- Altona
- Boundary Trails Health Centre
- Morris
- Niverville
- Rosenort
- St. Pierre-Jolys

ST. PIERRE-JOLYS

- Morris
- Rosenort
- Ste. Anne
- Steinbach
- Vita

STE. ANNE

- La Salle
- St. Pierre-Jolys

- Steinbach

SOMERSET

- Boundary Trails Place (Morden)
- Carman
- Pilot Mound
- St. Claude

SOUTHPORT

- Elie
- MacGregor
- Portage
- St. Claude

STEINBACH (Reimer Avenue, Main Street)

- St. Pierre-Jolys
- Ste. Anne
- Vita

VITA

- St. Pierre-Jolys
- Steinbach

BOUNDARY TRAILS CENTRE

- Altona
- Carman
- Manitou
- Morris
- St. Jean-Baptiste

BOUNDARY TRAILS PLACE (Morden)

- Altona
- Boundary Trails Health Centre
- Carman
- Somerset

LETTER OF UNDERSTANDING #48

NORTHERN REGIONAL HEALTH AUTHORITY

RE: SWITCHBOARD/ADMITTING RESPONSIBILITY PAY

The Employer and the Union mutually agree that within the Admitting/ Switchboard departments of Flin Flon General Hospital and The Pas Health Complex that employees shall receive responsibility pay based upon the following parameters:

1. Responsibility pay at the rate set out in **Article 2105** (b) shall be paid for weekend shifts, general holiday shifts and when the manager(s) of the aforementioned departments is/are absent due to vacation or illness.
2. The most senior employee on shift will be assigned responsibility duties for the entire shift.

DRAFT

LETTER OF UNDERSTANDING #50
SHARED HEALTH
HEALTH SCIENCES CENTRE SITE ONLY

RE: MONITOR ROOM OPERATORS – POSITION DISCONTINUATION

Whereas the Parties have agreed that they would endeavor to provide a variety of work tasks to increase opportunity for learning and departmental accommodations;

It is therefore agreed that, effective August 1, 2021, the following shall apply to the existing Monitor Room Operator positions at Health Sciences Centre (HSC):

1. The Monitor Room Operator (civilian) position shall be discontinued through attrition;
2. The job duties and responsibilities of the Monitor Room Operator will be performed by the Patrol Officer position (uniformed), and;
3. The following employees currently occupying Monitor Room Operator positions shall be ~~grandparented~~ **legacied** in their existing Monitor Room Operator position. Their position title, job duties and responsibilities will not be impacted by this change. A Monitor Room Operator may work shifts as a Patrol Officer if they meet the qualifications of the position, when operationally required. Monitor Room Operator shifts hours have changed to align with the Patrol Officer positions.

Biluk, Douglas
Cady, Kim
~~Elomina, Arthur~~
Fey, Garth
Galbraith, Ron

L'Abbee, Sheldon
May, Jason
Romaniuk, Roman Terry
Rusznak, Brenda
Walker, Anton

At such time as any of these positions become vacant for any reason, the vacancy shall be replaced by a Patrol Officer, and will be subject to the posting and seniority provisions of the Collective Agreement.

LETTER OF UNDERSTANDING #52

**WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION
Concordia Hospital, Deer Lodge Centre, Grace Hospital,
Misericordia Health Centre and Seven Oaks General Hospital sites only**

**SHARED HEALTH EMPLOYERS ORGANIZATION
Health Sciences Centre site only**

RE: HORSEPOWER RATING

In the event that the horsepower rating of the plant, as defined in *The Power Engineers Act* of Manitoba, is lowered, the incumbent Engineers will be grandfathered **legacied** in their existing classification. Position descriptions for these incumbent engineers will be updated as part of this process in accordance with **Article 9** of the Collective Agreement and will include relevant duties which shall be enabled by the lowered rating of the plant.

DRAFT

LETTER OF UNDERSTANDING #57

**APPLICABLE TO TRADES AND MAINTENANCE AT
HSC, SOGH, GRACE HOSPITAL, DEER LODGE CENTRE, VICTORIA HOSPITAL, CONCORDIA
HOSPITAL**

RE: TRADES AND MAINTENANCE

Except as provided, there shall be a minimum of eight (8) hours rest period between the conclusion of any overtime worked and the next regularly scheduled shift. However, if the Employer is unable to provide such eight (8) hour rest period the Employer shall have the option of either deferring the actual starting time of the employee's next regularly scheduled shift, in effect reducing the hours of the next shift, in order to provide the eight (8) hour rest period, or overtime rates shall be paid to the affected employee for the next shift. In the event that the starting time of the employee's next shift is deferred the employee shall receive pay for the entire scheduled shift at straight time rates. Where the completion of the eight (8) hour rest period would leave two (2) hours or less remaining of the ensuing regular scheduled shift, the employee will not be required to return for that entire shift but will be paid for the full shift.

This LOU will cease to exist upon the ratification of a new collective agreement.

DRAFT

LETTER OF UNDERSTANDING #58

NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION
SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATIONS

~~RE: COMMUNITY PROGRAMS CELL PHONES APPLICABLE TO COMMUNITY PROGRAM DIRECT
SERVICE STAFF (FORMER MGEU)~~

RE: HOME CARE DIRECT SERVICE STAFF – CELLULAR PHONES

Fifty cents (\$0.50) per call shall apply, based on the following:

Where an employee is required to call in when the client is not at home; or the client visit is cancelled in some way at the last minute; ~~or the client's family calls the employee directly;~~ the employee will follow the Employer defined protocol for communicating such to the Employer. Where the only option for the employee to do so is to make a pay phone call or cell phone call to the Employer ~~or the client's family,~~ the employee will be reimbursed fifty cents (\$0.50) per telephone call.

The process for claiming the phone call reimbursement will be as set out in each individual Employer policy for expense claims, etc.

LETTER OF UNDERSTANDING #59

HEALTH SCIENCES CENTRE (HSC) SITE ONLY

RE: ARTICLE 2701 – LABOUR/MANAGEMENT COMMITTEE

Notwithstanding Article 2701, the Parties agree that the Labour/Management Committee applicable to the Maintenance Group at HSC will continue to operate separately from any other Labour/Management Committee established at the Health Sciences Centre for the duration of the collective agreement unless otherwise mutually agreed between the Employer and the Union.

DRAFT

LETTER OF UNDERSTANDING #60

RE: COMPENSATION FOR TEMPORARY TRANSFER OF EMPLOYEES

In the event the Employer temporarily transfers employees to work at another work site as per LOU #8 re. Staff Mobility from their normal work site the parties will meet to discuss compensation keeping in mind past practice from the former collective agreements (e.g., parking, travel/transportation, appropriate expenses, etc.).

DRAFT

LETTER OF UNDERSTANDING #61

APPLICABLE TO CANCERCARE MANITOBA – MEDICAL PHYSICS ONLY

RE: TRAVEL OUTSIDE OF THE EMPLOYEE'S WORKDAY

Travel necessitated by work is considered as work time and compensable at the appropriate regular or overtime rate of pay.

When that travel includes air travel outside of the workday the following principals apply;

1. The time necessary to travel to the airport and the time spent at the airport in advance of the flight necessary to comply with Transport Canada's recommended arrival guidelines, shall be considered as work time. Mileage and parking, or cab fare, related to travel to the airport is a claimable expense.
2. Time involved in flight including time spent waiting for connecting flights shall be considered as work time.
3. Upon arrival at the destination airport, time spent at the airport, collecting luggage, arranging for ground transportation and the time necessary to travel to the destination hotel, or place of accommodation, shall be considered as work time.
4. All other time at the destination location, where the employee is not engaged in work related duties, will not be considered as work time and no compensation shall be paid, unless that down time is within the employee's normal workday.
5. Return travel home will be guided by the same principals as #1, #2 and #3 above in reverse sequence.
6. In situations where there are unforeseen delays in travel, that are not the fault of the employee, such as missed connections, cancelled connecting flights, weather delays etc., the employee shall be given the opportunity to have hotel accommodation and if such is made, the principals contained in #3 and #4 shall apply.
7. Where departure travel is scheduled to commence within the employee's normal workday, the Employer may, subject to a minimum of seven (7) days' notice, and its operational requirements, change the start time for that workday of the employee to better align with the travel requirements.
8. If the Employer chooses to extend the employee's travel status to take advantage of fare discounts, i.e., staying over a Saturday, the employee shall be entitled to a day's pay, at regular rates for each day extended, plus related expenses and accommodation costs. Where the employee seeks to extend his/her travel status and the Employer so authorizes, no compensation, accommodation or travel expenses shall be paid for those additional days and any costs related to that extended time shall be at the employee's expense.

LETTER OF UNDERSTANDING #63
APPLICABLE TO NRHA ONLY (CUPE LOCAL 8600)
RE: CHRISTMAS/NEW YEARS PREFERENCE

The purpose of this Letter of Understanding (LOU) is to ensure as much as reasonably possible, that employees who specify their preference have the opportunity to either receive time off or work during Christmas or New Years. In that regard, the following process will be followed:

- (a) On October 1st of each year, the Employer will post:
 - i) a form that allows employees to identify if they would like time off during Christmas or New Years. As much as reasonably possible, Christmas Eve and Boxing Day will be assigned to Christmas Day; and New Year's Eve will be assigned with New Year's Day unless otherwise mutually agreed.
 - ii) a form that allows employees to identify the days that they would like to work during Christmas or New Years.
- (b) Employees will have until October 15th to identify preferences.
- (c) The Employer will review preferences and approve requests based on available resources, operational requirements, and the previous year's Christmas/New Year's schedule.
- (d) In order to grant time off, the Employer will facilitate shift interchanges where necessary in accordance with **Article XX**.
 - i) For this LOU only, shift interchanges are not required to be of equal length.
 - ii) This may result in the employee's EFT not being met during this period.

LETTER OF UNDERSTANDING #XX

APPLICABLE TO SHARED HEALTH EMPLOYERS ORGANIZATION – HEALTH SCIENCES CENTRE
SITE ONLY

RE: STANDARD ISSUE UNIFORM PARTS

The Parties agree to the following with respect to the standard uniform and equipment issue:

1. A Full-time/Part-time Officer shall be provided with, at no cost to the employee, the standard uniform issue as follows:
 - Pants – two (2)
 - Shirts – four (4)
 - Three-Season Jacket – one (1)
 - ~~Parka – one (1)~~
 - Outer Protective Vest Shell – two (2)
 - Notebook – one (1)
 - Toque – one (1)

2. A Casual Officer shall be provided with, at no cost to the employee, the standard uniform issue as follows:
 - Pants – two (2)
 - Shirts – three (3)
 - Three-Season Jacket – one (1)
 - Outer Protective Vest Shell – one (1)
 - Notebook – one (1)
 - Toque – one (1)

3. A Full-time/Part-time/Casual Officer shall be provided with, at no cost to the employee, the standard equipment issue as follows:
 - One (1) set Kevlar soft body armor
 - One (1) set of handcuffs
 - One (1) handcuff key
 - One (1) handcuff case
 - One (1) nylon web belt
 - One (1) inner belt
 - One (1) pouch for surgical gloves
 - One (1) radio belt clip
 - One (1) flashlight with case
 - One (1) locker padlock and key
 - One (1) key holder/clip

4. The equipment issue shall be the responsibility of the Officer. The equipment issued shall remain the property of the Employer and must be accounted for upon request. The equipment issued shall be returned to the Employer upon termination or transfer outside of Security Services.

5. Upon termination, ~~transfer to a Monitor Room Operator position~~ or transfer out of Security Services, an officer shall return the all standard uniform and all issued equipment items as follows as identified in the LOU.
 - ~~Three-Season Jacket~~
 - ~~All crests~~
 - Any or all notebooks

6. The cost of standard equipment issued items not returned by an employee may be deducted by the Employer from an employee's final pay.
7. The issue of including Kevlar gloves into the standard equipment issue shall be deferred to the HSC Security Services Staff Management Committee for referral to the Centre's Occupational and Environmental Safety and Health Committee (OESH) requesting that a risk assessment be conducted in accordance with the Workplace Safety and Health Program to determine if Kevlar gloves are occupationally required personal protection equipment (PPE). The findings of the risk assessment and any subsequent determination of the OESH shall be subject to the applicable provisions of *The Workplace Safety and Health Act*. In the event that the foregoing determines that Kevlar gloves are not required PPE, such determination shall not prevent an Officer from continuing to voluntarily purchase and wear Kevlar gloves while on duty.

DRAFT

LETTER OF UNDERSTANDING #ER-1

**KLINIC COMMUNITY HEALTH
MOUNT CARMEL CLINIC
NINE CIRCLES COMMUNITY HEALTH CENTRE
NOR'WEST CO-OP COMMUNITY HEALTH
SEXUALITY EDUCATION RESOURCE CENTRE
WOMEN'S HEALTH CLINIC**

RE: FLEX TIME

All time worked which is not authorized by the Employer beyond the normal work day or biweekly period (as specified in Article 18 – Hours of Work), but where in the employee's judgement the work is essential to the operation of the facility, shall be considered as flex time.

The need for and use of flex time will be at the discretion of the Employer and must be approved prior to the employee working beyond the normal daily or weekly hours will be reviewed with the employee on a regular basis. The parameters for flex time shall be as follows:

1. Flex time will be maintained in a flex-time bank with a written record.
2. Flex time will be compensated by granting equivalent time off at the regular rate of pay.
3. Employees are encouraged to take flex time back in the same pay period in which it is accumulated.
4. Employees will be allowed to bank hours to a maximum of three (3) days (as specified in Article 18 – Hours of Work) after which no further flex time will be allowed to accumulate until the bank has been reduced.
5. Flex-time banks must be taken as time off by March thirty-first (31st) of each fiscal year. Accumulated flex time not taken as time off by this date shall be paid to the employee at the regular rate of pay in the last pay period of the fiscal year.
6. Flex-time hours must be recovered during times where relief is not required.

LETTER OF UNDERSTANDING #ER-2

RE: INCREASE IN EFT

Notwithstanding Article 14 (Vacancies) the parties agree that it may be of mutual benefit to the employees and the Employer to allow part-time employees, who request to do so, to increase their EFT.

The EFT of a part-time employee may be increased on a permanent or temporary basis in accordance with the following process:

- (a) The Employer shall determine the total EFT **that can be allocated within the** unit/department/base location and provide this information to the union.
- (b) The Employer shall communicate to all part-time employees on the unit/department/base location the EFT and shift pattern(s) available for the increase in EFT process.
- (c) Requests to increase EFTs shall be made in writing by part-time employees and will indicate the maximum EFT to which they wish to increase.
- (d) An employee may increase their EFT up to a 1.0 EFT.
- (e) In considering requests, the Employer shall consider such factors as current EFTs, concurrent positions, shift assignments, shift schedules, the unit/department/base location needs and the requirements of Article XX (Shift Schedules).
- (f) A part-time employee who is unable to demonstrate regular attendance in their current position(s) not be eligible to increase their EFT **unless mutually agreed to between the Union and the Employer.**
- (g) If the requests by employees within a unit/department/base location exceed the availability within that unit/base location as determined by the Employer, the Employer shall offer in order of seniority.
- (h) Where an increase in EFT has been approved, the Employer shall issue a letter to the employee confirming the employee's new EFT and effective date as soon as reasonably practicable.
- (i) Copies of all requests and responses to requests to adjust EFT shall be provided to the union.
- (j) Any changes to the shift pattern as a result of the increase in EFT shall be done in accordance with Article XX (Shift Schedules) and any pre-approved vacation will be honored unless mutually agreed between the Employer and the employee.
- (k) The Employer is not prevented from exercising any of its normal management rights as a result of this article including, without limitation to post vacant positions.
- (l) Applicable to home care attendants and home support workers: It is acknowledged that qualifications may include gender, transportation and training requirements which will be taken into consideration in addition to those listed in (e) above.

LETTER OF UNDERSTANDING #ER-5
SHARED HEALTH EMPLOYERS ORGANIZATION
RE: FRENCH LANGUAGE

The Employers within the Employers Organizations (Employers) and the Canadian Union of Public Employees (CUPE) acknowledge Francophone Manitobans have a right to access health services delivered in French through the active offer of services as prescribed by legislation;

The Employers and CUPE further acknowledge that the determination of the requirement for bilingualism (French and English) is a recognized management right and may be included as a bona-fide qualification for designated bilingual positions within a site/program to ensure compliance with the statutory authorities, and in particular with the **Active Offer** principle in **The Francophone Community Enhancement and Support Act C.C.S.M. c. F157**;

The Employers and CUPE recognize that the rights of all employees must be respected under the collective agreement, and that the Employer can, as an exercise of its management rights, include the qualification of bilingualism (ability to understand, speak, read and/or write proficiently in both French and English) as a job qualification for designated employee positions.

For operational purposes, at the discretion of an Employer, bilingual positions as designated by the Employer may be awarded to a unilingual candidate subject to the requirement to attain linguistic competency in either French or English within a reasonable time period. In the event that there is no qualified bilingual applicant for the designated bilingual position, the Employer may fill positions as necessary to meet patient care needs.

The following ~~Memorandums~~ **Letters** of Understanding particular to the French Language in the collective agreements in force and effect when **The Health Sector Bargaining Review Act** was proclaimed, remain in force and effect for the duration of the collective agreement.

In the event of a conflict between this LOU and an existing LOU, the existing LOU shall govern.

Employer	Employer Organization	Number
St. Boniface Hospital	Winnipeg-Churchill Health Region Employer Organization	#ER-6-A
Actionmarguerite	Winnipeg-Churchill Health Region Employer Organization	#ER-6-B
Southern Health-Santé Sud	Southern Health Region Employers Organization	#ER-7-A

LETTER OF UNDERSTANDING #ER-6A

ST. BONIFACE HOSPITAL

RE: FRENCH LANGUAGE

WHEREAS the Hospital has been designated a facility which provides French language services, and therefore, the Hospital has an obligation to provide services in both official languages, the Hospital may designate positions in patient care and/or public contact areas as requiring linguistic ability in both official languages as required to fulfill its mandate. The Union accepts the Hospital's mandate, and further recognizes this linguistic ability as a bona fide occupational qualification as it relates to **Articles 17** of this Agreement.

1. The Hospital agrees no employee will be removed from their position as a result of a position being designated bilingual. The implementation of French Language Services will be achieved through the posting of vacant and/or new positions.
2. The Hospital shall inform the Union in writing of: (a) the areas requiring bilingual services, (b) classifications, (c) the number of employees and (d) the shifts, required to provide the bilingual services.
3. If the Union has a disagreement with item 2., it shall discuss it with the Manager of Employee Relations. If no mutually acceptable solutions are found, the matter may be referred to arbitration by either party.
4. The Union acknowledges that from time to time there may be changes in the requirement of bilingual staffing. The Union shall be notified in writing and such change shall be subject to items 1., 2., and 3. above.
5. The Hospital agrees that members employed at the Hospital as of April 1, 2008, and continuously employed thereafter, will be exempt from the application of a bilingual qualification in selection processes under **Article 17** and in matters of deletion, layoff, bumping, and recall under **Article 18**. This exemption will not apply to Communications Clerk positions or Patient Registration positions. However, in Patient Registration, this exemption will apply to current employees as of the date of signing. Further, if a current employee in Patient Registration takes a permanent position outside the department they will be deemed qualified in the event they are awarded a position in Patient Registration within one (1) year of leaving the department.
6. The Hospital will test members who claim to be bilingual. Those with A-level language proficiency or higher will be considered to meet the qualification.
7. Any employee, who at a later date self identifies as bilingual and meets the A-level language proficiency, will count as part of the bilingual quota for the area. Employees will be encouraged by both the Union and Hospital to declare their bilingual abilities.

LETTER OF UNDERSTANDING #ER-6B

ACTIONMARGUERITE SAINT-BONIFACE ONLY

**RE: FRENCH LANGUAGE SERVICES QUALIFICATIONS FOR EMPLOYEES HIRED PRIOR TO
JANUARY 1, 1998**

The Parties recognize the importance of clarifying the outstanding issues related to movement and vacant positions associated with employees who were hired prior to January 1, 1998, and Actionmarguerite Saint-Boniface's French Language mandate.

The provincial French language mandate for Actionmarguerite Saint-Boniface remains in place and this deems all positions in the facility to be bilingual. The ability to speak French remains a bona fide qualification for all employees. Employees hired prior to January 1, 1998, were not hired with a French language condition of employment and are considered to be legacied.

The Parties agree to the following:

1. Legacied employees shall have the ability to exercise their seniority rights on the units located at 185 Despins **Street** – ABC tower. This would include the three regional units, 2ABC, 4ABC and 5ABC, and also 3ABC which is currently a PCH unit. Though qualifications include the ability to communicate in both official languages Actionmarguerite will extend the legacied provisions for the legacied employees, without precedent and without prejudice, to enable them to exercise their seniority rights and carry their legacied rights to any vacant position of the same classification on the ABC units.
2. Legacied employees will only be considered for vacant positions on the DE units (2, 3 and 4) if there are no qualified bilingual internal and/or external applicants and only if they are willing and agree to take French language training as a condition of employment.
3. If a legacied employee applies for a vacant position within a different classification legacied rights will follow and numbers 1 and 2 above will apply.
4. Legacied employees who are currently assigned to the DE units will retain their legacied rights on their assigned DE unit, current permanent positions, shift type and FTE as of November 22, 2016.

Special Circumstances

5. Where vacant positions are posted for the DE tower, legacied employees may apply and exercise their seniority rights to obtain a different permanent FTE and/or shift type within their classification. This could occur in two different ways:
6. As a first option, the Employer will review the internal applicants for a posted position on the DE side to determine if awarding can occur within the context of article 8:02 below and those having expressed interest in the position. If possible, the Employer will award a fully qualified candidate from the ABC side the posted position on the DE side. The legacied employee would then be awarded the position vacated on the ABC side.

Article 8:02

"In order to be eligible for a vacant position, an employee must first possess the qualifications prescribed by the Employer for the position concerned, possess a satisfactory employment record and meet the physical requirements of the position in question. Where more than one (1) employee possesses the above selection criteria, the vacancy selection shall be based upon seniority."

7. As a second option, reassigning a fully qualified employee, holding the same shift type and same FTE as the posted position, from the ABC side to the DE side. The least senior person meeting the criteria would be considered for the reassignment. The legacied employee would then be awarded the vacant position of the same shift type and FTE on the ABC side. A minimum four week notice period would apply for rotation changes.
8. We commit to preparing a letter for each legacied employee copied to their personnel file that clearly identifies their legacied status.

In conjunction with Actionmarguerite Saint-Boniface's language mandate, the Recruitment and Staffing Policy defines the required levels of French by position category. These levels will be used to determine if an employee meets the French linguistic qualification. In order to determine their level, an independent language proficiency test is conducted.

DRAFT

LETTER OF UNDERSTANDING #ER-7A

RE: THE APPLICATION OF THE LINGUISTIC POLICY AT:

- Centre de santé Notre Dame Health Centre – ~~Hôpital Notre-Dame Hospital and Centre de Santé – Foyer Notre Dame~~
 - Centre de Santé St. Claude Health Centre
 - Hôpital Ste-Anne Hospital
 - Centre médico-social De Salaberry District Health Centre and Repos Jolys
-

The Parties recognize that as long as the French language criteria remains a bona-fide qualification for positions in the above-noted sites, positions will be posted with that requirement and filled by qualified applicants in accordance with the 'Agreement of Interpretation' of Article 1202 of the Collective Agreement following:

- Permanent employees and temporary (see 703 (b)) employees from the site where the vacancy occurs;
- Permanent employees and temporary (see 703 (b)) employees from other sites within the **Employer**;
- Casual employees from the site where the vacancy occurs;
- Casual employees from other sites within the **Employer**.

The Parties further agree that if no applicants meet the French language criteria, the qualification will be deleted and the Employer will then award the position, in accordance with the 'Agreement of Interpretation' of Article 1202 of the Collective Agreement replacing letter dated January 11, 2000.

For the purposes of this agreement, all permanent employees who work at this site will be deemed to meet the French language criteria.

Existing Employees who apply to transfer to a different classification after the date of signing will be required to meet the French Language criteria unless otherwise mutually agreed. An existing employee, who does not pass the French Language Assessment, and awarded the new classification, must demonstrate progressive French Language competency within one year.

New Employees hired after the date of signing will be required to meet the French language criteria. New employees who may be hired after the date of signing who do not pass the Active Offer Assessment, must demonstrate **progression towards the required** French Language competency each year.

LETTER OF UNDERSTANDING #ER-8

NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION
SHARED HEALTH EMPLOYERS ORGANIZATION
SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION
WINNIPEG -CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATIONS

RE: REFERENCE TO STANDARDIZATION COMMITTEE
DURING TERM OF AGREEMENT

~~WHEREAS~~ In negotiating the terms of the four (4) Facility Support and the four (4) Community Support collective agreements between the Canadian Union of Public Employees and the Employers Organizations to which this Memorandum Letter of Understanding is attached, the Parties have sought to standardize collective agreement terms across all agreements, but recognize that additional consultation is necessary before attempts can be made to standardize the terms governing issues identified by Employers, **Employers Organizations and/or CUPE**; and sites; ~~Employers Organizations and Bargaining Units~~;

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

~~AND WHEREAS~~ The Parties wish to make a "best effort" attempt to reach agreement on standardization of collective agreement terms related to these issues during the term of these collective agreements;

~~NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:~~

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

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

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

Issues that have been identified for discussion include, but may not be limited to:

1. Alignment of vacation years.
2. ~~Seniority cross-bargaining units.~~

LETTER OF UNDERSTANDING #ER-9

WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION
Applicable at Nine Circles Community Health Centre Only
~~Separate MOUs for Community Support and Facility Support~~

RE: VACATION ACCRUAL PER CUPE ARTICLE 1503

It is agreed between the Parties that the applicability of the language in the former CUPE Nine Circles Collective Agreement – Article 26.02 (embedded below) will apply only to the list of employees included in this ~~Memorandum~~ **Letter of Understanding** and shall not be applied to employees who may transfer or be hired into the Employer after date of ratification.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease. Vacation entitlement rates with the former Employer will be maintained and if able, transferred to the new Employer, provided they are party to the “mobility/portability” provisions. The employee will maintain current entitlement rate however will be subject to the accrual rate at the receiving Employer.

26.02 Employees shall earn vacation on the following basis:

- First and second years of employment – three (3) weeks per year.
- Third, fourth, fifth and sixth years of employment – four (4) weeks per year.
- Seventh to twenty years of employment – five (5) weeks per year.
- Twenty and subsequent years of employment – six (6) weeks per year.

[Insert names of full-time and part-time employees employed by Nine Circles in the applicable bargaining unit effective the date of ratification]

LETTER OF UNDERSTANDING #ER-10

WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION

Applicable at Klinik Community Health Only

~~Separate MOUs for Community Support and Facility Support~~

RE: VACATION ACCRUAL PER CUPE ARTICLE 1503

It is agreed between the Parties that the applicability of the language in the former CUPE Klinik Community Health Collective Agreement – Article 25.02 (embedded below) will apply only to the list of employees included in this ~~Memorandum~~ **Letter of Understanding** and shall not be applied to employees who may transfer or be hired into the Employer after date of ratification.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease. Vacation entitlement rates with the former Employer will be maintained and if able, transferred to the new Employer, provided they are party to the “mobility/ portability” provisions. The employee will maintain current entitlement rate however will be subject to the accrual rate at the receiving Employer.

25.02 Employees shall earn vacation on the following basis:

- First year of employment – three (3) weeks per year.
- Second, third, fourth and fifth years of employment – four (4) weeks per year.
- Sixth and seventh years of employment – five (5) weeks per year.
- Eighth and subsequent years of employment – six (6) weeks per year.

[Insert names of full-time and part-time employees employed by Klinik in the applicable bargaining unit effective the date of ratification]

LETTER OF UNDERSTANDING #ER-11

WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION Applicable at Sexuality Education Resource Centre (SERC) Only ~~Separate MOUs for Community Support and Facility Support~~

RE: VACATION ACCRUAL PER CUPE ARTICLE 1503

It is agreed between the Parties that the applicability of the language in the CUPE SERC Collective Agreement - Article 21.01 (embedded below) will apply only to the list of employees included in this ~~Memorandum~~ **Letter of Understanding** and shall not be applied to employees who may transfer or be hired into the Employer after date of ratification.

Should any of the employees listed below transfer to another Employer, the entitlements under this provision going forward from the date of hire into the new Employer will cease. Vacation entitlement rates with the former Employer will be maintained and if able, transferred to the new Employer, provided they are party to the "mobility/portability" provisions. The employee will maintain current entitlement rate however will be subject to the accrual rate at the receiving Employer.

21.01 Employees shall earn vacation on the following basis:

- First (1st) and second (2nd) years of employment – one and one-fourth (1¼) days per month (three [3] weeks per year).
- Years three (3) through five (5) of employment – one and two thirds (1⅔) days per month (four [4] weeks per year).
- In the sixth (6th) year of employment – one and two-thirds (1⅔) days per month plus one (1) day per year (twenty-one [21] days per year).
- In the seventh (7th) year of employment – one and two-thirds (1⅔) days per month plus two (2) days per year (twenty-two [22] days per year).
- In the eighth (8th) year of employment – one and two-thirds (1⅔) days per month plus three (3) days per year (twenty-three [23] days per year).
- In the ninth (9th) year of employment – one and two-thirds (1⅔) days per month plus four (4) days per year (twenty-four [24] days per year).
- In the tenth (10th) through nineteenth (19th) years of employment – two and one-twelfth (2⅛) days per month (five [5] weeks per year).
- In the twentieth (20th) and subsequent years of employment - two and one-half (2½) days per month (six [6] weeks per year).

[Insert names of full-time and part-time employees employed by SERC in the applicable bargaining unit effective the date of ratification]

LETTER OF UNDERSTANDING #ER-12

WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION

Applicable at Churchill Health Centre Only

Separate MOUs for Community Support and Facility Support

RE: VACATION ACCRUAL PER CUPE ARTICLE 1503

It is agreed between the Parties that the applicability of the language in the former MGEU Churchill Collective Agreement – Article 34:02 (embedded below) **in relation to the rate of annual vacation earned** will apply only to the list of employees included in this Memorandum **Letter of Understanding** and shall not be applied to employees who may transfer or be hired into the Employer after date of ratification **to employees employed at the Churchill site.**

Should any of the employees listed below **employee** transfer to another **site or another** Employer, the entitlements under this provision going forward from the date of **transfer to the new site or date of** hire into the new Employer will cease. Vacation entitlement rates with the former Employer will be maintained and if able, transferred to the new Employer, provided they are party to the “mobility/ portability” provisions. The employee will maintain current entitlement rate however will be subject to the accrual rate at the receiving Employer.

34:02 Annual vacation shall be earned at the rate of:

- Twenty (20) working days per year for the first four (4) years of employment.
- Twenty-five (25) working days per year commencing at the fifth (5th) year of employment.
- Thirty (30) working days per year commencing at the tenth (10th) year of employment.

~~[Insert names of full time and part time employees employed by the Churchill site only in the applicable bargaining unit effective the date of ratification]~~

LETTER OF UNDERSTANDING #ER-13

WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION Applicable at WRHA Community former MGEU 220 collective agreement only ~~Separate MOUs for Community Support and Facility Support~~

RE: ARTICLE 20 – SEVERANCE PAY

It is agreed between the Parties that the applicability of the language in the former MGEU 220 Winnipeg Regional Health Authority Community Collective Agreement Article 20 – Severance Pay (embedded below) will apply only to the list of employees included in this ~~Memorandum~~ **Letter of Understanding** provided they remain in a classification as noted in the Classification Listing in the LOU in the WRHA Community Program covered under the former MGEU 220 agreement.

Should any of the employees listed below transfer to a position with the Winnipeg Regional Health Authority external to the WRHA Community program or to another Employer, the entitlements under this provision from the date of transfer or hire into the new Employer will cease. The employee will be entitled to Pre-retirement Leave based on the provisions of the applicable relevant collective agreement provided they are party to the “mobility/portability” provisions.

This Article is applicable to persons employed by the WRHA and occupying a position covered by the former MGEU 220 collective agreement with a hire date on or before June 6, 2001 effective the date of ratification:

- 20.01 Employees with nine (9) or more years of continuous service who retires shall be paid severance pay in the amount of one (1) week’s pay for each complete year of accumulated service or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks’ pay. Example: ten (10) years, eight (8) complete months of continuous service equals ten and eight-twelfths (10 8/12) weeks of severance pay.
- 20.02 Where an employee in the employee’s ninth (9th) year of continuous service fails to complete nine (9) years’ service as a result of retirement the employee shall be paid severance pay on the basis of nine (9) weeks’ pay multiplied by the factor of the number of complete months service completed in the employee’s ninth (9th) year divided by twelve (12) months.
- 20.03 In addition to the severance pay set out in Section :01, employees who retire will also be eligible for the following severance pay:
- (a) For employees with twenty (20) or more years of accumulated service, an additional two (2) weeks’ pay;
 - (b) For employees with twenty-five (25) or more years of accumulated service, two (2) weeks’ pay in addition to the amount in Subsection (a);
 - (c) For employees with thirty (30) or more years of accumulated service, two (2) week’s pay in addition to the amount in Subsections (a) and (b);
 - (d) For employees with thirty-five (35) or more years of accumulated service, two (2) weeks’ pay in addition to the amounts in Subsections (a), (b) and (c).
- 20.04 In the case of employees with nine (9) or more years of continuous service whose services are terminated as a result of death, the employee’s estate shall be paid severance pay in the amount of one (1) week’s pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks’ pay.
- 20.05 Where an employee in the employee’s ninth (9th) year of continuous service fails to complete nine (9) years’ service as a result of death, the employee’s estate shall be paid severance pay on the basis of nine (9) weeks’ pay multiplied by the factor of the number of complete months service completed in the employee’s ninth (9th) year divided by twelve (12) months.

- 20.06 Employees with one (1) or more years of continuous service whose services are terminated as a result of permanent layoff, shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) weeks' pay.
- 20.07 Where an employee in the employee's first (1st) year of accumulated service fails to complete one (1) year's accumulated service as a result of permanent layoff, the employee shall be paid severance pay on the basis of one (1) week's pay multiplied by the factor of the number of complete months service completed in the employee's first (1st) year divided by twelve (12) months.
- 20.08 An employee who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two equal payments provided both payments occur within the same fiscal year as the effective date of the retirement or permanent layoff. In the case of severance payable on permanent layoff upon receiving notice of layoff and waives the right to be recalled.
- 20.09 The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death.
- 20.10 In the case of employees eligible for severance pay who are on standby or temporary layoff at the time of retirement, permanent layoff or death, the weekly hours shall be, the normal weekly hours of work in effect for the classification of the employees at the time of the retirement, permanent layoff or death.
- 20.11 Severance pay may be utilized to directly fund buy back of pension service in accordance with Canada Revenue Agency (CRA) limits and restrictions. Contributions for this purpose must also conform to the terms and conditions of the Civil Service Superannuation Plan.
- 20.12 An employee that terminates employment at any time due to permanent disability shall be granted severance pay payable in lump sum in accordance with the calculation methods prescribed in this Article.

[Insert names of full-time and part-time employees employed by the WRHA and covered under the former MGEU 220 collective agreement effective the date of ratification]

Classification Listing

The following reflects the current list of classifications that exist under the former MGEU 220 collective agreement and the job titles that fall within the classification titles.

This list is subject to change and is for information purposes to assist with determining the applicability of this LOU.

Facility Support

Attendant - Crisis Services (2080 hours) – 30001690
Admin Officer 1 (1885 hours) – 30000179
Admin Secretary (1950 hours) – 30000203
Admin Secretary 2 (1885 hours) – 30000180
Admin Secretary 2 (1950 hours) – 30000204
Admin Secretary 3 (1885 hours) – 30000181
Clerk 1 (1885 hours) – 30000187
Clerk 2 (1885 hours) – 30000188
Clerk 4 (1885 hours) – 30000190
Housing Support Worker – 30002327
Public Health Clerk – 30002221
Scheduling Clerk (1885 hours) – 30000189

Primary Care Assistant (1885) – 30001979
Primary Care Assistant (2015 hours) – 30000209
Resource Coordinator (1885 hours) – 30000182
Resource Coordinator Specialist (1885 hours) – 30000185
Senior Primary Care Assistant (1885 hours) – 30002475
Senior Primary Care Assistant (2015 hours) – 30000208
Unit Assistant (2015 hours) – 30000210

Community Support

Community Health Worker (2015 hours) – 30000207
Crisis Worker (2080 hours) – 30001740
Forensic Support Worker – 30002272
Mental Health Support Worker (2080 hours) – 30001864
Occupational Therapy Assistant (2015 hours) – 30000211
Outreach Worker (1885 hours) – 30001876
PACT Support Worker – 30000197

DRAFT

LETTER OF UNDERSTANDING #ER-14

RE: POST RATIFICATION IMPLEMENTATION

WHEREAS the Parties have been engaged in collective bargaining for the support sector collective agreements subsequent to the enactment of the Health Sector Bargaining Unit Review Act (HSBURA);

AND WHEREAS HSBURA has resulted in the reconfiguration of the support sector bargaining units;

AND WHEREAS these negotiations are unique and complex with respect to the consolidation of over one hundred (100) collective agreements into one (1) facility support and one (1) community support collective agreement for each of the four (4) Employers Organizations;

AND WHEREAS the Parties have agreed to language under Article 205 of the collective agreement indicating that all retroactive wage and benefit adjustments shall be made payable within one hundred and twenty (120) calendar days of ratification of this agreement, for future;

AND WHEREAS the Parties recognize that the implementation of newly negotiated collective agreement language will require significant system configuration, which require Employers to undertake a staged approach to implementation;

AND WHEREAS the Parties recognize that the new salary schedules will be required for all classifications, which may include market adjustments, standardization of classifications and/or standardized hours of work in addition to general wage increases;

NOW therefore the Parties agree as follows as it applies to the 2017-202X collective agreement;

PHLRS will work with the Union and the Employers to prioritize implementation of the collective agreement;

The Parties will treat the creation of salary schedules and the calculation and payment of retroactive pay as a primary priority. **The retroactive general wage increases must be implemented within the one hundred and twenty (120) days as per Article 2.**

The Union will be kept apprised of the status of implementation at all stages;

The Employers acknowledge and recognize the importance of the implementation of all provisions without undue delay and will endeavor to complete implementation as soon as reasonably possible.

LETTER OF UNDERSTANDING #ER-15

RE: CASUAL SENIORITY

Whereas the Parties have been engaged in collective bargaining for the facility support and community support sector collective agreements subsequent to the enactment of *The Health Sector Bargaining Unit Review Act* (HSBURA);

And whereas HSBURA has resulted in the reconfiguration of the support sector bargaining units;

And whereas these negotiations are unique and complex with respect to the consolidation of over one hundred (100) collective agreements into one (1) facility support and one (1) community support collective agreement for each of the four (4) Employers Organizations;

And whereas through collective bargaining the Parties have agreed to a definition of “Continuous Service and/or Length of Employment” under Article 705;

And whereas immediately prior to the ratification of the new collective agreements, a finite number of collective agreements contained unique language relative to the seniority provisions applicable to casual employees;

NOW therefore the Parties agree the following will apply for the first ninety (90) days from the date of ratification of the new collective agreement;

1. An employee who is casual status effective the date of ratification will have the opportunity to exercise their retained casual seniority to apply for a position and be given consideration for the vacancy along with full-time and part-time applicants at their site, in accordance with **Tier 1A** agreed to by the Parties, subject to the employee being able to meet the requirements of the job, having the necessary qualifications and a good employment record.
2. In the event the employee reverts or is reverted back to their casual status, the seniority hours accrued in the full-time or part-time position would be dealt with in accordance with Article 3201 (j).
3. Where an employee who is casual status applies for a position subsequent to the ninety (90) days from ratification of the collective agreement, the provisions of Article 705 “Continuous Service and/or Length of Employment” will apply.
4. This agreement will be applicable to only those sites listed herein and the employees covered by the relevant collective agreements referenced below immediately prior to the date of ratification.
[Insert names of Employers and collective agreements]

LETTER OF UNDERSTANDING #ER-15-2

**WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION
SHARED HEALTH EMPLOYERS ORGANIZATION
NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION**

RE: NORTHERN TRAVEL BENEFIT

Remoteness Allowance paid to employees shall be considered to be a “Northern Travel Benefit” as defined by Revenue Canada. This amount shall be reported as a taxable benefit on the employee’s T-4 slip.

It shall be the responsibility of the employee to determine which portion (if any) of the amount reported on the T-4 slip, qualifies as an income tax deduction.

1. All Parties acknowledge the Northern Residents Deductions: Travel in Designated Areas Allowance is administered by Revenue Canada and is subject to any changes implemented by Revenue Canada or any ruling which Revenue Canada may imply in respect to the benefits eligible.
2. Should Revenue Canada reduce the Northern Residents Deductions: Travel in Designated Areas Allowance or eliminate the Northern Residents deductions: Travel in Designated Areas Allowance, the Employer shall not be responsible for any costs to make up for the lost benefits.
3. The Employer will not incur any additional costs in implementing the Northern Residents Deductions: Travel in the Designated Areas Allowance.

LETTER OF UNDERSTANDING #ER-16

NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION

RE: UNCERTIFIED HEALTH CARE AIDE EXTENDED ORIENTATION

The Employer and the Union mutually agree that the following conditions and understandings apply regarding the establishment of an Uncertified Health Care Aide Extended Orientation Pilot Project.

A Health Care Aide (uncertified) shall progress to the Health Care Aide (certified) classification at the same increment level upon successful completion of an approved Health Care Aide training program, or upon successful completion of the NRHA Uncertified Health Care Aide Extended Orientation in addition to the completion of one (1) year of service as a Health Care Aide (uncertified). For this purpose, one (1) year of service shall mean the equivalent yearly hours of a full-time employee.

A newly hired Health Care Aide who holds a valid certificate from a recognized Manitoba Community College will commence employment at the Health Care Aide (certified) rate of pay.

It is understood that the NRHA pilot project for the Uncertified Health Care Aide Extended Orientation will not constitute an approved course for the purpose of wage rate or qualification as a Certified Health Care Aide.

DRAFT

LETTER OF UNDERSTANDING #ER-17
NORTHERN REGIONAL HEALTH AUTHORITY
RE: ONE-TO-ONE ATTENDANT

Whereas the need arises from time to time for the Northern Regional Health Authority to provide a One-to-One Attendant for clients/patients/residents:

1. One-to-One Attendant duty shall be considered work of the Bargaining Unit. In emergency situations, the Employer can utilize an outside source provided that the appropriate dues are remitted to the Local Union.
2. The Employer and the Union agree to allow twelve (12) hour shifts when required. The Parties also agree to waive overtime rates of pay for these hours worked, except as set out below:
 - (a) Where full-time employees are utilized; or
 - (b) In accordance with the twelve (12) Hour Letter of Understanding.
3. It is further agreed that the rate of pay applicable for One-to-One Attendant duty will be that of the Non-certified Health Care Aide.
4. An employee who receives less than twenty-four (24) hours' notice of cancellation for a shift, shall receive three (3) hours of pay at ~~her~~ **their** basic rate of pay.

LETTER OF UNDERSTANDING #ER-18

**APPLICABLE TO
NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION
SHARED HEALTH EMPLOYERS ORGANIZATION
SOUTHERN HEALTH REGION HEALTH AUTHORITY
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION
FACILITY AND COMMUNITY SUPPORT COLLECTIVE AGREEMENTS**

RE: APPLICATION OF SENIORITY – VACANCY SELECTION – ARTICLE 1202

Article 1202 of the CUPE collective agreement shall not apply to classifications previously covered by one of the following collective agreements:

- CancerCare Manitoba – MAHCP – Prof/Tech
- Deer Lodge Centre – MAHCP – Prof/Tech
- Misericordia Health Centre – MAHCP – Prof/Tech
- St. Boniface Hospital – MAHCP - Prof/Tech
- WRHA – MAHCP – Prof/Tech
- WRHA Corporate and Community – MGEU 220
- Riverview Health Centre – WAPSO – Prof/Tech
- ~~WRHA – WAPSO – Community Team Managers (pending exclusion discussions)~~
- Actionmarguerite Saint-Boniface – MAHCP – Prof/Tech (pending exclusion discussions)

For classifications previously covered by one of the above noted collective agreements, Article 1202 of the CUPE collective agreement shall be amended as follows:

- 1202 (a) 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.
- (b) 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.

[Insert Listing of classifications effective the of ratification]

LETTER OF UNDERSTANDING #ER-19

**NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION
SHARED HEALTH EMPLOYERS ORGANIZATION
SOUTHERN HEALTH REGION HEALTH AUTHORITY
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION**

RE: ARTICLE 102 (A) – WORK OF THE BARGAINING UNIT

102 Work of the Bargaining Unit

- (a) Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both Parties or in the case of training or emergency.

The Parties agree that past practice, effective the date of ratification, shall be deemed to have received mutual agreement.

DRAFT

LETTER OF UNDERSTANDING #ER-20
APPLICABLE TO THE HSC SITE ONLY
IN THE WCHREO FACILITY SUPPORT COLLECTIVE AGREEMENT
RE: CLASSIFICATION OF LEAD HAND

The parties agree that the following terms and conditions shall apply to the Health Sciences Centre's decision to establish the classification of Lead Hand **for areas in Maintenance and Trades**. All provisions of the Collective Agreement which would normally apply, shall apply unless otherwise provided for in this ~~memorandum~~ **Letter of Understanding (LOU)**.

1. The Centre agrees to established ~~(4)~~ position(s) of Lead Hand based upon the job description **initially** dated June 9, 1994*, **last updated May 12, 2009*** or as otherwise amended. ~~One position each shall be assigned to the areas of:~~
 - Carpentry
 - Painting
 - Electrical
 - Plumbing

* Without prejudice or precedent, the parties agree specifically that the provision in the job description "not including the application of corrective discipline" shall not be changed without mutual agreement.

2. (i) For the classification of Lead Hand only, **Article 1202** shall be amended as follows:

"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".

The seniority point value available to be assessed in favor of the most senior applicant shall be ten (10%) percent. All remaining applicants shall be assessed a seniority point value which is prorated in relation to the most senior applicant.

3. For the classification of Lead Hand only, **Article 102 (a)** shall be amended as follows:

102 Work of the Bargaining Unit

"(a) Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both Parties or in the case of training or emergency, except as provided for in the job description of the Lead Hand dated June 9, 1994 or as otherwise amended."

4. (i) The Center agrees to award these ~~four (4)~~ positions to members in the classification employed by **Shared Health and located at** the Health Sciences Centre site. This commitment shall apply to the initial awarding **upon creation** only and a one (1) time refilling of the position if required by the application of **Article 1211**. At the point in time at which these positions may again become available to be filled, the awarding of the vacancy shall be based upon all applications received including those from individuals who are not members of the bargaining unit employed by **Shared Health and located at** the Health Sciences Centre site.
 - (ii) In order to commit to awarding these ~~four (4)~~ positions to members of the bargaining unit as described **clause 4(i)**, it may be necessary for the Centre to set aside to varying degrees

some aspects of position requirements. Such action shall be performed on a without prejudice or precedent basis.

(iii) The Centre also agrees that in the event that the classification of Lead Hand is expanded in excess of the **existing** positions address by this **Memorandum LOU**, the awarding of these additional positions shall also be subject to the provisions of this **Memorandum LOU**.

5. For the classification of Lead Hand only and for those occasions addressed by **Clauses 4(i) and 4(ii) only, Article 1211** shall be amended as follows:

“1403 (a) *All promotions and voluntary transfers are subject to a two (2) year trial period unless the Employer requests an extension of the trial period and the Union agrees. This request, stating specific reasons for the extension, Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both Parties or in the case of training or emergency, except as provided for in the job description of the Lead Hand dated June 9, 1994 or as otherwise amended.*”

(b) *During this trial period, the promoted or transferred employee, upon written application, shall revert to their former classification or service, or may be returned to their former position by the Employer, without loss of benefits accrued prior to and during the trial promotion or transfer.*”

6. The Centre agrees that the vacant positions of members of the Bargaining Unit, including Helper or Labourer positions, that will be created as a result of the awarding of the Lead Hand positions in accordance with the provisions of **Clauses 4 (i), 4 (ii)** will be posted and awarded in accordance with the terms of the current Collective Agreement.

7. In consideration of the fact that the classification of Lead Hand requires the completion of a course in supervision or management as recognized by the Centre; and, in recognition of the possibility that current members of the Bargaining Unit may not have undertaken to complete such a course, the Centre agrees to the follow accommodation with regard to **Article 1210 (a)** (“bumping”):

[Insert relevant language]

8. In the event of a majority of the employees within a classification having a Lead Hand position have a concern with regard to the role being filled by the occupant of the Lead Hand in their classification, the group of employees may bring their concerns to the attention of their immediate Supervisor. In the event the concern remains unresolved, it may be presented to the appropriate Director. If the matter still remains unresolved, it may be presented to the Divisional Director.

9. The Centre will not incur any costs related to a member’s attainment of a recognized course in supervision or management.

LETTER OF UNDERSTANDING #ER-21

**APPLICABLE TO THE ST. BONIFACE HOSPITAL SITE ONLY
IN THE WCHREO FACILITY SUPPORT COLLECTIVE AGREEMENT**

RE: CLASSIFICATION OF LEAD HAND

The Parties agree and acknowledge for the purpose of Shop Head Competitions, qualified internal and/or external candidates will be subject to an interview, in which the candidate will be assessed against a benchmark.

In acknowledgement of this condition, the parties agree without prejudice or precedence to the following terms & conditions.

1. In accordance with **Article 1401**, Shop Head Positions will be posted for a period of seven (7) calendar days, through Success Factors.
2. Postings will be posted to internal and external applicants upon the first posting.
3. Upon the closure of a posting, internal candidates who meet posted qualifications will be interviewed first, above qualified external applicants. Externals applicants will be interviewed, only after all qualified internal applicants have been interviewed.
4. Interviews will be assessed on a benchmark scoring of 60%, regardless of internal or external applicant status. Should candidates not satisfy the benchmark they are disqualified from further consideration within the competition.
5. Where qualifications and scoring are deemed to be relatively equal and scoring is within 10% of the benchmark, seniority shall be the determining factor.

LETTER OF UNDERSTANDING #ER-22

**NORTHERN HEALTH REGION EMPLOYERS ORGANIZATION
SHARED HEALTH EMPLOYERS ORGANIZATION
SOUTHERN HEALTH REGION HEALTH AUTHORITY
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION**

RE: MEMORANDUMS MEMORANDA AND LETTERS OF UNDERSTANDING

Any Memoranda Memorandum or Letter of Understanding not part of a collective agreement which comes to the attention of the Parties following negotiations and during the life of the collective agreement shall be considered on their merits and reviewed for enforceability.

DRAFT

LOU number #22 used twice
LETTER OF UNDERSTANDING #ER-22

RE: STANDARDIZATION OF ANNUAL HOURS OF WORK

WHEREAS it is understood that there are currently employees working multiple annual hour bases within and between Employers in the Northern, Shared Health, Southern and Winnipeg-Churchill Health Region Employers Organization, including 1885, 1950 and 2015, the most common being 2015 annual hours;

AND WHEREAS, it is the goal of the annual hours standardization process to seek standardization between classifications within the healthcare support sector bargaining units where it is operationally feasible and reasonably possible to do so.

AND WHEREAS, it is understood for consistency and equity, and the continuity of service delivery employees within the same classifications, departments and/or Employers should work the same annual hour base if operationally feasible and reasonably possible to do so.

NOW THEREFORE the Parties agree as follows:

1. The Parties will meet to review the current annual hour bases for classifications under 2015 annual hours within one hundred and twenty (120) days of ratification.
2. Any adjustments to the annual hours of work will be effective at a mutually agreeable date (the "transition date") which shall occur no sooner than April 1, 2023. All current provisions related to each occupied position will remain in effect until the transition date.
3. If the annual hours for a classification are increased (e.g.: from 1950 to 2015), the employee's hourly rate will not change. By way of example:

			Start	Step 1	Step 2	Step 3	Step 4	Step 5
Clerk III	1950	Hourly	\$17.967	\$18.506	\$19.061	\$19.633	\$20.222	\$20.829
Clerk III	2015	Hourly	\$17.967	\$18.506	\$19.061	\$19.633	\$20.222	\$20.829

4. Upon the transition date, all identified classifications listed below, whose annual hour base is below 2015 hours, will convert to the 2015 annual hour base. Schedules shall be adjusted accordingly.
5. In order to minimize the impacts, any vacant positions in the identified classifications, posted after the date of ratification may be posted based on the 2015 annual hour base, if operationally feasible.
6. Required reviews of existing schedules, including hours of work and applicable meal and rest periods, will be completed prior to the transition date.
7. Matters contained in this Memorandum of Agreement Letter of Understanding shall not be subject to the grievance and arbitration procedure.
8. In the event the Parties are unable to achieve agreement regarding the above, the Employer shall have the final decision in accordance with Article 2: Management Rights.

LOU number #23 used twice
LETTER OF UNDERSTANDING #ER-23

**RE: STANDARDIZATION OF ANNUAL HOURS OF WORK FOR
POWER ENGINEERS TO 2080 ANNUAL HOURS**

WHEREAS it is understood that there are currently employees in the Power Engineer Classifications working multiple annual hour bases within and between Employers in the Northern, Shared Health, Southern, and Winnipeg-Churchill Health Region Employers Organization, including 2015 and 2080;

AND WHEREAS, it is understood for consistency, equity, and the continuity of service delivery, employees within the same classifications, departments and/or Employers should work the same annual hour base for their classification.

AND WHEREAS, it is the goal of the Parties to seek the standardization of annual hours within the Power Engineer classifications to a 2080 annual hours base for the facility support sector bargaining unit.

NOW THEREFORE the Parties agree as follows:

1. The Parties will meet to review the current annual hour bases for the Power Engineer classifications within one hundred and twenty (120) days of ratification.
2. Adjustments to the annual hours of work will be effective at a mutually agreeable date (the "transition date") which shall occur no sooner than April 1, 2023. All current provisions related to each occupied position will remain in effect until the transition date.
3. An Employee's hourly rate of pay shall not change due to the standardization of the classifications annual hours of work.
4. Upon the transition date, all Power Engineer classifications, whose annual hour base is below 2080 hours, will convert to the 2080 annual hour base. Schedules shall be adjusted accordingly.
5. In order to minimize the impacts, any vacant positions in the identified classifications, posted after the date of ratification may be posted based with the 2080 annual hour base.
6. Required reviews of existing schedules, including hours of work and applicable meal and rest periods, will be completed prior to the transition date.
9. Matters contained in this ~~Memorandum of Agreement~~ **Letter of Understanding** shall not be subject to the grievance and arbitration procedure.
10. In the event the Parties are unable to achieve agreement regarding the above, the Employer shall have the final decision in accordance with Article 2: Management Rights.

LOU number #24 used twice
LETTER OF UNDERSTANDING #ER-24

RE: PROVINCIAL MULTI-UNION SUPPORT SECTOR MOBILITY

WHEREAS the Parties have been engaged in collective bargaining for the facility support and community support sectors collective agreements subsequent to the enactment of *The Health Sector Bargaining Unit Review Act* (HSBURA);

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

NOW THEREFORE the Parties agree the following will apply:

1. Unless specified otherwise within the provisions of the receiving collective agreement, where an employee is the successful applicant to a support sector position with an Employer in another Employer Organization represented by another Union, the employee will be entitled to the mobility of their accrued benefits as follows:

Mobility of Benefits

Employees shall be entitled to mobilize the following benefits:

- (a) Accumulated income protection benefits/sick leave credits.
 - (b) Continuous service applicable to the rate at which vacation is earned.
 - (c) Continuous service applicable to pre-retirement leave.
 - (d) Continuous service for the purpose of qualifying to join benefit plans, e.g., two (2) year pension requirement.
 - (e) Benefits - An incoming employee is subject to the terms and conditions of the receiving agreements benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
 - (f) Hourly Rate of Pay:
 - (i) If range is identical, then placed step-on-step.
 - (ii) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's hourly rate of pay.The above (i) and (ii) are subject to the provisions of the long service step.
 - (g) Hours worked for the purpose of calculating the next increment.
 - (h) Any vacation hours earned.
2. Employees shall not be entitled to mobilize the following:
 - (a) Seniority Hours; or
 - (b) Banked Overtime or General Holidays, these are to be paid out by sending Employer.

LETTER OF UNDERSTANDING #ER-25

**RE: EXPANSION OF INCOME PROTECTION BENEFITS FOR FULL-TIME
AND PART-TIME HOME CARE DIRECT SERVICE STAFF**

The Parties have agreed to expand Income Protection benefits to apply to all employees within the former community support bargaining unit **and will endeavour to do so no later than April 1, 2023 subject to the outcome of the Home Care Benefit Trust Plan review.**

~~AND WHEREAS~~ Former community support employees within the Home Care Service are entitled to sick credits under the former MGEU Community Support Collective Agreement.

~~AND WHEREAS~~ Former community support employees within the Home Care Service are entitled to payment of a weekly sick indemnity under the Home Care Benefit Trust.

~~AND WHEREAS~~ The Parties have agreed to advance discussions regarding the Home Care Benefit Trust, including the entitlement of the weekly sick indemnity, to the multi-union table.

~~NOW THEREFORE~~ The Parties agree the following will apply:

1. Discussions regarding the expansion and implementation of Income Protection benefits to full-time and part-time direct service staff within the Home Care Service will be forwarded to the Multi-Union Table. **The multi-union table will meet within ninety (90) days post ratification.**
2. Until such time a resolution is achieved at the multi-union table, full-time and part-time direct service staff within the Home Care Service, the provisions for sick credit language shall continue to apply as follows:

Sick Credits

- 2:01 All staff will accrue one eight (8) hour sick credit for every five hundred twenty (520) regular hours worked.
- 2:02 Employees will be allowed to carry over any unused sick credit hours from year to year.
- 2:03 The sick credit bank may not exceed thirty-two (32) hours at any point of time.
- 2:04 Sick credits may be requested to offset lost wages on the first and/or second day of illness subject to the following conditions:
 - (a) Only a full day of sick credits can be utilized. A full day is based on the employee's "Normal Daily Scheduled Hours". The "Normal Daily Scheduled Hours" are defined as the daily hours within the Available Work Period associated with the bi-weekly EFT.
 - (b) Sick credits cannot be utilized for any partial day absences.
 - (c) Sick credits will only be paid at sixty-six point six seven percent (66.67%) of the regular hourly rate.
 - (d) A doctor's note may be required to validate the employee's illness, at the Employer's discretion, and will not be required without valid reason.
 - (e) Sick credits cannot be requested unless there are sufficient banked sick credits available to cover the full "Normal Daily Scheduled Hours" as defined in (a) above.

LETTER OF UNDERSTANDING #ER-MED-2

RE: LONG-SERVICE STEP EXPANSION (20-YEAR STEP)

Applicable to former Community Support

1. Effective April 1, 2023 a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A". Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion of the following:
 - (a) Twenty (20) or more years of continuous service, and
 - (b) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.
2. Employees who do not meet the above criteria on April 1, 2023, 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 #1: For the purpose of 1. and 2. continuous service shall be calculated based on continuous calendar years of service in an EFT position (FT, PT or Term).

Applicable to former Facility Support

1. Effective October 1, 2014 a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A". Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion of the following:
 - (a) Twenty (20) or more years of continuous service, and
 - (b) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.
2. Employees who do not meet the above criteria on October 1, 2014, 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 #1: For the purpose of 1. and 2. continuous service shall be calculated based on continuous calendar years of service in an EFT position (FT, PT or Term).

LETTER OF UNDERSTANDING #ER-MED-3

RE: HEALTH CARE AIDE SALARY SCALE TO STEP 6

Employer will agree to add an additional Step 6 to the Health Care Aide salary schedule.

1. By way of example, using the last published salary schedule dated April 1, 2016:

Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$18.265	\$18.813	\$19.377	\$19.958	\$20.557	\$21.174	\$21.809

2. The 20-Year Rate will also be adjusted accordingly.
3. The additional Step 6 will be added to the salary schedule effective April 1, 2023.
4. If an employee in the Health Care Aide classification is at Step 5 of the salary scale effective April 1, 2023 and has met the criteria to receive their increment on April 1, 2023, the employee will be placed at Step 6 effective April 1, 2023.
5. All other employees in the Health Care Aide classification at Step 5 of the salary scale effective April 1, 2023 and has not met the criteria to receive their increment (i.e., have not reached the annual hours of work), they will receive their next increment once they qualify.

LETTER OF UNDERSTANDING #ER-MED-4

RE: PROVINCIAL MULTI-UNION SUPPORT SECTOR MOBILITY ADVISORY COMMITTEE

The Parties acknowledge that in order to support the delivery of effective patient/ resident/**client** care, it is necessary to have an adequate supply of trained employees. The Parties acknowledge that availability of qualified employees may differ throughout the province and there may need to be consideration of unique regional challenges.

Therefore the Parties agree to establish a Provincial Facility Support Sector Advisory Committee with representation from the Employers and the Unions. Union representation shall be a maximum of six (6) ~~Business~~ Representatives or elected union officials. The Committee shall meet quarterly, the purpose of which will be:

- To identify classifications that are experiencing current or anticipated shortages of trained staff including, but not limited to: ~~Health Care Aide, Sterile Processing Technician and Coding Technologist~~ **XXXXXXXX**;
- To identify training requirements in order to address current or anticipated shortages;
- To recommend strategies to facilitate the availability and accessibility of training programs;
- To consider other systematic staffing issues that may be raised by Committee members;
- To present its findings and recommendations to the ~~Regional Health Authorities of Manitoba (RHAM)~~ **Employers' Organizations** prior to the expiration date of the collective agreement.

The Provincial ~~Facility~~ Support Sector Advisory Committee will commence meeting within ninety (90) days of all Unions' ratification of the ~~2008~~ **2017-2024** negotiated agreement.

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

The Provincial ~~Facility~~ Support Sector Advisory Committee will be in existence for the duration of the Collective Agreement and may be extended if agreed to between the Parties.

LETTER OF UNDERSTANDING #ER-MED-5

between

Canadian Union of Public Employees (CUPE)

and

Manitoba Government and General Employees Union (MGEU)
(herein referred to as the "Unions")

and

Interlake-Eastern Health Region Employers' Organization
Northern Health Region Employers' Organization
Prairie Mountain Health Region Employers' Organization
Shared Health Employers' Organization
Southern Health-Santé Sud Region Employers' Organization
Winnipeg-Churchill Health Region Employers' Organization
(herein referred to as "The Employer")

**RE: PROVINCIAL MULTI-UNION SUPPORT SECTOR
WAGE STANDARDIZATION FUND**

The Parties recognize the importance of wage standardization for classifications performing the same duties.

As such, the Parties agree to establish a joint committee consisting of equal representation from the Employer and the Unions not to exceed ~~eight (8)~~ **twelve (12) [four from each group]** committee members in total. The Provincial Multi-Union Support Sector Wage Standardization Committee will commence meeting within ninety (90) days of all Unions' ratification of the **2017-2024** negotiated agreement.

In order to address identified inequities, a "General Wage Standardization Fund" will be provided in the amount of \$XXXX.

Effective April 1, 2023 \$XXX

Effective ...

It is the goal of the standardization process to seek Provincial wage standardization for classifications within the healthcare support bargaining units.

Any wage standardization adjustments will be effective at mutually agreeable dates as decided by the joint committee, but no sooner than April 1, 2023.

1. It is recognized and agreed by the parties that:
 - (i) The joint committee shall establish and prioritize potential inequities which may exist.
 - (ii) Where it is determined that the salary of an employee is higher than that of the newly established salary range, that employee will receive all economic wage increases until April 1, 2023. Thereafter further economic wage increases will not apply until that employee reaches the same level as the others in that salary range. These employees will continue to receive all benefit entitlements throughout the life of the agreement.

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

(iv) Should standardization be achieved before the fund is fully expended, the parties agree that the terms of the letter of agreement have been met.

2. Costs associated with the committee review will be borne as follows:

(i) employees will not suffer a loss of pay or benefits as a result of joint committee participation;

(ii) each party shall be responsible for its own incurred expenses.

Matters contained in this ~~Memorandum~~ **Letter** of Understanding shall not be subject to the grievance and arbitration procedure.

DRAFT

LETTER OF UNDERSTANDING #ER-MED-6

between

Canadian Union of Public Employees (CUPE)

and

Manitoba Government and General Employees Union (MGEU)
(herein referred to as the "Unions")

and

Interlake-Eastern Health Region Employers' Organization
Northern Health Region Employers' Organization
Prairie Mountain Health Region Employers' Organization
Shared Health Employers' Organization
Southern Health-Santé Sud Region Employers' Organization
Winnipeg-Churchill Health Region Employers' Organization
(herein referred to as "The Employer")

RE: PROVINCIAL MULTI-UNION SUPPORT SECTOR JOINT MARKET ADJUSTMENT TASK FORCE

The Parties agree to establish a Joint Market Adjustment Task Force, the purpose of which shall be to determine what if any classifications warrant a market adjustment based on demonstrable recruitment, retention patterns or wage differentials. Market Adjustments are to apply to "designated" classifications only (not all Classifications).

As such, the Parties agree to establish a joint committee consisting of equal representation from the Employer and the Unions not to exceed ~~eight (8)~~ **twelve (12) [four from each group]** committee members in total. The Provincial Multi-Union Support Sector Joint Market Adjustment Task Force Committee will commence meeting within ninety (90) days of all Unions' ratification of the 2017-2024 negotiated agreement. Additional representatives may be invited to attend as determined by the committee to provide necessary information.

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

It is recognized and agreed by the parties that:

- (i) Where the parties are unable to agree upon allocation of any part of the Fund, the parties will appoint an adjudicator to determine the issue. If the parties are unable to agree upon an adjudicator, the parties may submit a request to the Manitoba Labour Board. The adjudicator's ruling shall not exceed the financial capability of the Fund. The ruling of the adjudicator shall be final and binding on all parties. Expenses and fees of the adjudicator shall be cost shared between the parties. These costs will not be charged against the Fund.
- (ii) Should the market adjustment rate be achieved before the fund is fully expended, the parties agree that the terms of the letter of agreement have been met.

In order to address identified inequities, a "Market Adjustment Fund" will be provided in the amount of \$XXXX and allocated as follows:

- April 1, 2023 - \$XXXXXXXX

- [Date] - XXXXXX

Any market rate adjustments will be effective, on or after the effective dates listed above, as mutually agreed upon by the Joint Task Force.

Costs associated with this Task Force will be borne as follows:

- (a) Employees will not suffer a loss of pay or benefits as a result of Joint Task Force participation (at the expense of the Employer).
- (b) Each party shall be responsible for its own incurred expenses.

Matters contained in this ~~Memorandum~~ **Letter** of Understanding shall not be subject to the grievance and arbitration procedure.

DRAFT

LETTER OF UNDERSTANDING #ER-MED-7

**RE: EMPLOYER STATEMENT OF INTENT – MARKET ADJUSTMENT AND WAGE
STANDARDIZATION – MONETARY PROPOSAL**

PHLRS has tabled the following proposed LOUs at the CUPE bargaining tables for CUPE Community Support and Facility Support for the Northern Health Region, Southern Health Region, Winnipeg-Churchill Health Region and Shared Health Employers' Organizations which did not include the monetary proposal:

- #ER-MED-5 - Provincial Multi-Union Support Sector Wage Standardization Fund
- #ER-MED-6 – Joint Market Adjustment Task Force

CUPE and PHLRS have agreed to refer the above, in addition to other matters, to a multi-union table which would include MGEU. PHLRS tabled a total combined minimum monetary proposal of \$8,000,000.00 at the MGEU bargaining tables for the Provincial Multi-Union Support Sector Wage Standardization Fund and the Joint Market Adjustment Task Force Fund.

For the purposes of attempting to conclude collective bargaining with CUPE, PHLRS is prepared to confirm the guaranteed funding of an additional \$24,000,000.00 to the joint fund for a combined overall total of \$32,000,000 at the multi-union table for the benefit of both unions.

The Parties agree that the amount allocated in the LOUs listed above for wage standardization and market adjustments is intended to be all inclusive of all wage standardization and market adjustment issues between all the Parties at the multi-union table including, but not limited to, inequities not addressed from previous wage standardization, the reconfiguration of the community and facility bargaining units, the slotting of classifications transitioned into an Employers Organization (e.g.: Addictions Foundation of Manitoba, Selkirk Mental Health Centre, Cadham Provincial Laboratory, etc.), classification reviews, market adjustments, salary scale adjustments within bargaining units, reclassifications, salary protections, etc.

LETTER OF UNDERSTANDING #ER-MED-9

RE: MAINTENANCE OF WAGE STANDARDIZATION

WHEREAS Health Care Employers represented by the **Provincial Health Labour Relations Secretariat Services** and **Support Sector Health Care Unions** (hereinafter “the Parties”) have negotiated provisions to work toward the attainment of wage standardization in the facility support sector for classifications performing the same duties;

AND WHEREAS Phase II of the Wage Standardization initiative will be concluded on March 31, 2009;

AND WHEREAS the Parties agree that Wage Standardization must be maintained while at the same time recognizing that bona fide and significant changes to an employee’s or group of employees job content may result in a request for review of the wage scale;

THEREFORE the Parties agree to establish a joint committee within sixty (60) days of ratification of the final facility support Collective Agreement in 2008. The mandate of the joint committee is to develop a process, including a dispute resolution mechanism, to deal with changes in job content or qualification requirements consistent with the stated purpose of ensuring the maintenance of wage standardization. The time frame for the joint committee to conclude its deliberations is ninety (90) days from its first meeting.

DRAFT

LETTER OF UNDERSTANDING #ER-MED-10

RE: MANITOBA HOME CARE EMPLOYEES BENEFIT AND PENSION TRUST FUND

The Parties have agreed to make all best efforts to transition Home Care Direct Service Worker and Mental Health Proctor classifications to HEB Manitoba.

As such the current benefit plan provisions provided by the Manitoba Home Care Employees Benefit and Pension Trust Fund as set out in MOU #II-2 Manitoba Home Care Employee Benefit Trust Fund in the former MGEU Community Support Agreement shall continue to apply for those impacted employees until a determination on how to proceed is made at the multi-union table.

Pension and Benefits Committee

Within ninety (90) days of ratification, a joint **multi-union** committee shall be established to review current pension and benefit provisions and identify the feasibility and cost implications for future pension and benefit provisions for all Direct Service Workers **and Mental Health Proctors** currently covered by the current Home Care Employee Pension Trust and Home Care Employee Benefit Trust.

The Committee will consist of equal representation between the Employers and the Unions, not to exceed eight (8) representatives on either side.

The Committee will review the current benefit and pension plan provisions and explore viable and feasible options to transition of Direct Service Workers **and Mental Health Proctors** to a pension and benefit plan more consistent with the health care industry (HEB Manitoba Pension & Benefits).

~~The Committee will perform a comprehensive analysis of a variety of options and approaches to potentially transition from current pension and benefit trust plans to alternative appropriate pension and benefit plans.~~

The Committee will complete its' review and provide a joint recommendation to the Provincial Health Labour Relations Services for consultation with the benefit plan providers.

Factors for consideration in the analysis and building of recommendations may include, but may not be limited to, the following:

- Usage history of the current Home Care Employee Benefit plan;
- Impact of increased use on Employers and Employees under the current benefit provisions;
- Benefit comparison between current dental and future dental plan options;
- Analysis/Comparison of premium costs for Employers and Employees under current and future dental and extended health plan options;
- Current costs of Health Care Employee Pension plan and future cost of pension plan options;
- Identify the cost to Employers and Employees to move from current to future plan;
- Evaluate the impact of the plan transition on existing employees based on their age of plan transition:
 - How many years are required in the new pension plans for the move to be a viable option?
- Options for Transition:
 - Contribution levels changes;
 - Age bands for transition.
- Possible transition time frames for each potential option.

LETTER OF UNDERSTANDING #ER-MED-11

**RE: PROVINCIAL MULTI-UNION REFERRALS FROM THE
CUPE SUPPORT SECTOR TABLES**

The Parties agree the following matters will be referred to a multi-union support sector forum for further discussion:

1. Provincial Support Sector Mobility
 - ~~LOU #ER-MED-9 – Expanded Staff Mobility~~
2. Provincial Support Sector Wage Standardization
 - LOU #ER-MED-10 – Maintenance of Wage Standardization
 - LOU #ER-MED-6 – Provincial Multi-Union Support Sector Wage Standardization Fund
 - Slotting of transferred entities (e.g.: Addictions Foundation of Manitoba, Selkirk Mental Health Centre, Cadham Provincial Laboratory, etc. classifications)
 - Standardization of former Community classifications into the facility agreement
 - Listing of “Salary Scale Adjustment within the Bargaining Units”
 - Listing of “Reclassifications”
 - Listing of Salary “Protection/PIO”
3. Market Adjustments
 - LOU #ER-MED-7 – Joint Market Adjustment Task Force
 - Listing of “Market Adjustments”
4. Home Care Benefits Trust Plan
 - LOU #ER-MED-44-10 – Manitoba Home care Employees Benefit and Pension Trust Funds
 - LOU #ER-25 – Expansion of Income Protection Benefits for Full-time and Part-time Home Care Direct Service Staff
5. Provincial Support Sector Advisory Committee
 - LOU #ER-MED-4 – Provincial Support Sector Advisory Committee
6. Provincial Float Pool
 - ~~LOU #ER-26 – Provincial Float Pool~~

LETTER OF UNDERSTANDING #ER-MED-12

RE: SEVERANCE PAY

WHEREAS former Community Support Home Care Attendants, Home Support Workers and Mental Health Proctors whose services were terminated as a result of retirement were entitled to Severance Pay under the former MGEU Community Support Collective Agreement.

AND WHEREAS the parties have agreed to eliminate the Severance Pay provision effective March 31, 2023, and expand the Pre-retirement Leave provisions to apply to Home Care Attendants, Home Support Workers and Mental Health Proctors who retire from an EFT position on or after April 1, 2023.

AND WHEREAS it is agreed between the Parties that the applicability of the language in the former MGEU Community Support Collective Agreement – Article II 9:01 – Severance Pay (embedded below) will apply to those employees in a Home Care Attendant, Home Support Worker or Mental Health Proctor classification who retire on or before March 31, 2023.

NOW THEREFORE the Parties agree the following will apply:

Severance Pay

- II 9:01 (a) Employees whose services are terminated as a result of retirement, in accordance with the pension plan or death, shall be entitled to severance pay payable to the employee or to the employee's estate in the event of the employee's death as follows: employees with ten (10) or more years of accumulated service shall be paid severance pay in the amount of one (1) week's pay for each year of accumulated service or portion thereof to a maximum of fifteen (15) weeks' pay.*
- (b) Where an employee fails to accrue ten (10) years' accumulated service as a result of retirement, or death the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of ten (10) weeks' pay multiplied by the factor of the number of months accumulated service completed in the employee's tenth year divided by twelve (12) months.*
- II 9:02 Employees with one (1) or more years of accumulated service whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one (1) week's pay for each year of accumulated service or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay*
- II 9:03 The rate of pay referred to in this Article shall be determined on the basis of the last hourly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death.*
- II 9:04 For purposes of interpretation, one (1) week's pay shall equal forty (40) hours pay.*

It is agreed between the Parties that for Mental Health Proctors, accumulated service for the purposes of calculating severance pay or pre-retirement leave, shall include all casual hours worked within the Mental Health Proctor classification.

It is further agreed between the Parties that for non-transitioned Home Care Attendants and Home Support Workers within the Southern Health Region and Northern Health Region Employers' Organizations, accumulated service for the purposes of calculating severance pay or pre-retirement leave, shall include all casual hours worked within the Home Care Attendant or Home Support Worker classification.

LETTER OF UNDERSTANDING #ER-MED-13

APPLICABLE TO ALL FORMER OEM TRADES EMPLOYEES AT CONCORDIA HOSPITAL, DEER LODGE CENTRE, GRACE HOSPITAL, MISERICORDIA HEALTH CENTRE, REHABILITATION CENTRE FOR CHILDREN, SEVEN OAKS GENERAL HOSPITAL, HEALTH SCIENCES CENTRE AND FORMER MGEU TRADES EMPLOYEES AT ST. BONIFACE HOSPITAL ONLY

RE: COURSE ATTENDANCE LOU

Course Attendance

- (a) Where the Employer requires an employee to attend educational conferences, workshops, or courses (within their city/town or within an eighty (80) km radius) during their regular hours of work:
- the registration, tuition fees, and related expenses relating to attending the program (cab or mileage and parking, and lunch if not provided), shall be paid by the Employer.
 - the employee shall be paid their regular pay (at straight time rates).
- (b) Where the Employer requires an employee to attend educational conferences, workshops, or courses (within their city/town or within an eighty (80) km radius) outside of their regular hours of work):
- the registration fee, tuition fees, related expenses relating to attending the program (cab or mileage and parking, and lunch if not provided), shall be paid by the Employer.
 - the employee shall either be paid overtime rates of pay in accordance with applicable overtime provisions of the Collective Agreement; or the employee's hours of work (schedule) shall be changed in accordance with provisions of the Collective Agreement to accommodate the schedule of the program attended, in which case the employee shall be paid their regular pay (at straight time rates).
- (c) Where the Employer requires an employee to attend educational conferences, workshops, or courses (outside of their city/town or the eighty (80) km radius) and requires an overnight stay of one night or more), and which includes time outside their regular hours of work:
- the registration fee, tuition fees, related expenses relating to attending the program (accommodation, ground & air transportation, and per diem including incidentals) shall be paid by the Employer.
 - in the case where the employee leaves for the program to be attended during their regular workday, they shall be paid their regular pay for that day.
 - commencing on the following day or commencing on a non-regular workday – for each twenty-four (24) hour period the employee is away, including travel and program time, the employee shall be paid their regular days' salary (normal hours at straight time) – pro-rated for less than twenty-four (24) hour periods.
- (d) All travel arrangements must be approved by the Employer in advance.
- (e) Travel time to or from an educational conference, workshop, or course outside of regular working hours, where an employee has also worked a full shift on that same day, shall be paid at overtime rates.
- (f) Employees are entitled to cash advances for anticipated expenses related to an out-of-town trip.
- (g) "Travel Time" shall be defined as commencing two (2) hours prior to the scheduled departure time of the flight and ending two (2) hours after the flight has arrived at the final location and shall include all time in between.

LETTER OF UNDERSTANDING #ER-MED-14

RE: SIGNING BONUS

Each employee currently employed within an Employers Organization on date of ratification [Date] shall be entitled to a one-time lump-sum payment of five hundred dollars (\$500.00).

All statutory deductions will apply to this payment. The lump-sum payment is deemed non-pensionable and is not subject to benefit deductions.

Employees on a leave of absence shall receive the payment and will be required to report all earnings to any applicable third-party payer/insurer.

Employers will endeavor to provide the lump-sum payment within one hundred and twenty (120) days of ratification.

DRAFT

LETTER OF UNDERSTANDING #ER-MED-15

Applicable to the SHEO and the WCHREO facility support collective agreements:

**FOR SHEO APPLICABLE TO HSC SITE ONLY:
FOR WCHREO APPLICABLE TO CONCORDIA HOSPITAL, DEER LODGE CENTRE,
GRACE HOSPITAL, MISERICORDIA HEALTH CENTRE AND
SEVEN OAKS GENERAL HOSPITAL SITE ONLY:
APPLICABLE TO FORMER IUOE TRADES AND MAINTENANCE GROUP ONLY**

RE: UNIFORMS AND PROTECTIVE CLOTHING

- (a) Subject to Article 2901 (c), the number of uniforms provided will be eight (8) complete sets (8 pants and 8 shirts initially) and two additional sets January 7th of each year.
- (b) The Employer shall provide inclement weather gear such as parkas, rubber boots and gloves. Individual inclement weather gear will be provided for each person working outside or in low temperature areas. Such inclement weather gear shall be used only during work duties.

DRAFT

LETTER OF UNDERSTANDING #UNION-MED-16

APPLICABLE TO THE SHEO FACILITY SUPPORT BARGAINING UNIT CANCERCARE SITE ONLY

**APPLICABLE TO FORMER MAHCP EMPLOYEES
EMPLOYED AS OF THE DATE OF RATIFICATION ONLY**

RE: ACADEMIC ALLOWANCE

The Employer agrees to maintain the existing allowances being paid as of the date of ratification for the list of employees provided below subject to the following conditions:

- (a) the academic attainment referenced continues to be relevant to the position held, is from an accredited institution and is not a qualification for the position; and
- (b) the employee remains an employee of CancerCare in their existing classification; and
- (c) the allowance amount referenced is a monthly amount prorated on an hourly basis.

[Insert list of staff, their existing classification, existing allowance amount and academic attainment for which the allowance is being paid]

DRAFT

LETTER OF UNDERSTANDING #UNION-MED-17
APPLICABLE TO ALL FORMER OEM TRADES UNITS ONLY
RE: ARTICLE 29 - UNIFORMS

Where employees are currently required to wear uniforms, such practice shall be continued; where employees do not currently wear uniforms and instead wear protective clothing as an alternative, such practice shall be continued. Any changes to the existing practices will be done only by mutual agreement between the Employer and the Union.

This LOU will cease to exist upon the ratification of a new collective agreement.

DRAFT

LETTER OF UNDERSTANDING #UNION-MED-18

APPLICABLE TO HSC, GRACE HOSPITAL AND FORMER CUPE DSM LABS

**RE: PART-TIME EMPLOYEES – ACCESS TO INCOME PROTECTION AND/OR BEREAVEMENT
LEAVE ON ADDITIONAL AVAILABLE SHIFTS/HOURS**

Notwithstanding Article 31:07 (c), the Parties agree that part-time employees at the Health Sciences Center may continue to access accrued income protection credits and/or bereavement leave on days where they had previously been assigned to work additional available shifts/hours above their regularly scheduled EFT.

This LOU will cease to exist upon the ratification of a new collective agreement.

DRAFT

LETTER OF UNDERSTANDING #UNION-MED-19

RE: MULTI-UNION RECOGNITION/RETENTION BONUS

The Parties recognize the need to retain qualified and skilled employees in challenging positions in order to support the delivery of effective patient/resident/client care.

In recognition of the need to retain these employees, a one-time "Retention Bonus" will be provided in the amount of three million seven hundred and fifty thousand (\$3,750,000) dollars **(disbursed proportionately between CUPE and MGEU based on their membership)** as determined by the multi-Union Committee referred to herein, to provide for a one-time lump sum retention bonus to be dispersed to facility and/or community support positions as determined by the parties at the multi-union table committee under LOU #ER-MED-6.

Retention Bonus Payment

The Retention Bonus payment shall only apply to employees who were employed as of the date of ratification.

Each employee within the identified positions will receive a one-time, non-recurring, lump sum retention bonus. All statutory deductions will apply.

The retention bonus payment is deemed non-pensionable and is not subject to benefit deductions.

Employees within the identified positions, who are on a leave of absence shall receive the payment and will be required to report all earnings to any applicable third-party payer/insurer.

Multi-Union Committee

The multi-union committee identified under LOU #ER-MED-6 will meet within ninety (90) days of all Union's, as outlined in LOU #ER-MED-6, ratification for the purpose of determining the appropriate support positions to receive the retention bonus payment.

In the event the parties are unable to reach an agreement on the applicable positions within thirty (30) days of meeting, any party may refer the issue to expedited arbitration to an Arbitrator as agreed to by all the parties. All reasonable efforts will be made to commence the Arbitration within thirty (30) days. Costs associated with the expedited arbitration shall be shared between the parties and shall not come from the Retention Bonus.

The parties recognize the terms of distribution for consideration and resolution by the committee/arbitrator are unrestricted, the only limitations being that the total of the one-time non-recurring payments cannot exceed three million seven hundred and fifty thousand (\$3,750,000) dollars and must be to employees within an identified facility and/or community support position.

Payment of the one-time, non-recurring, lump sum retention bonus will be made within ninety (90) days of agreement or order.