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No. OF EMPLOYEES	3,000		
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HOME CARE ATTENDANTS AGREEMENT

THIS AGREEMENT made this 8th day of July A.D., 1996.

BETWEEN

HER MAJESTY **THE QUEEN** in Right of the Province of Manitoba, represented herein by the Honourable the Minister of Health charged with the administration of the Home Care Program (hereinafter referred to as the Employer).

Of The First ~~Part~~

- and -

THE MANITOBA GOVERNMENT EMPLOYEES' UNION (hereinafter referred to as the Union)

Of The Second ~~Part~~

WITNESSETH that **the** purpose of this Collective Agreement between the Employer and the Union is to maintain mutually satisfactory working relations between the Employer and its employees, establish and maintain rates of pay, and conditions of employment, to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussion, consultation and negotiation.

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ARTICLE 1 - INTERPRETATION

- 1:01** In this Agreement, unless the context otherwise requires, the expression:
- (a) "**Accumulated Service**" means an employee's regular hours worked in a classification under the terms and conditions of the Collective Agreement;
 - (b) "**Additional Hours List**" is a listing maintained by the Resource Coordinator or Scheduling Clerk of employees who have requested to work additional hours.
 - (c) "**Assignment List**" is a listing maintained by the Resource Coordinator or Scheduling Clerk of employees whose hours of work have been reduced by more than twelve (**12**) hours in a bi-weekly pay period;
 - (d) "**Union**" means the Manitoba Government Employees' Union;
 - (e) "**Employee**" means a person employed in the Home Care Program and covered under the terms and conditions of this Collective Agreement.
 - (f) "**Increment**" means the amount provided as a rate of increase in the applicable hourly rate payable to any eligible employee, which unless the context of the relevant approved pay range otherwise clearly indicates may be granted annually on the applicable anniversary date;
 - (g) "**Interruption of Work**" means the reduction of an employee's hours of work;
 - (h) "**Mutatis Mutandis**" means with the necessary changes of detail or with the necessary modifications;
 - (i) "**Promotion**" means a change of employment from one classification to another having a higher hourly rate;
 - (j) "**Temporary Lay-off**" means the reduction of an employee's hours of work, such that the employee no longer has any work.
- 1:02** Wherever the singular and the feminine are used in this Agreement, the same shall be construed as meaning the plural or the masculine where the context so admits or requires and the converse shall hold as applicable.

ARTICLE 2 - RECOGNITION

- 2:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed under this Agreement.

- 2:02 It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work, or slowdown and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 32 hereof.
- 2:03 This Agreement shall apply to ail employees employed in the Home Care Program in classifications listed in Appendix "A" which is attached to and forms part of this Agreement.

ARTICLE 3 - DURATION OF AGREEMENT/RENEWAL *

- 3:01 This Agreement shall be effective from March 31, 1996 and shall continue in effect up to and including March 28, 1998 and shall terminate as of that date.
- 3:02 Where either party wishes to negotiate a renewal of this Agreement, the party giving notice agrees to deliver to the other their written proposals at least thirty (30) days prior to the termination of the Agreement. The parties shall, within twenty (20) days following receipt of the written proposals, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 3:03 All additions, deletions, amendments, and/or revisions ~~from~~ the previous Agreement to this Agreement shall be effective the first day of the bi-weekly pay period following the date of signing of this Agreement unless otherwise specified.

ARTICLE 4 - AMENDMENTS TO THE PAY PLAN

- 4:01 Where the Employer establishes or proposes to establish a new classification within the bargaining unit, the Union shall be notified. The parties shall commence negotiations on the appropriate **salary** range for the new classification without undue delay. The application of this clause shall not be deemed to constitute the re-opening of this Agreement.
- 4:02 Where the parties fail to agree on **an** appropriate **salary** range for the new classification the matter may be referred to arbitration in accordance with Article 33. The Arbitration Board shall be expressly **confined** to the sole issue of determining the **salary** range for the new **classification**.

ARTICLE 5 - PAY PE

- 5:01 Employees shall be paid their current hourly rate for all hours worked in their classification contained within this Collective Agreement.

5:02 Where **an** employee is promoted to a higher classification, the employee shall be paid at a rate of pay set out for that classification in the pay plan that is, if possible, one full increment more than the rate of pay the employee was being paid in the employee's former classification.

ARTICLE 6 - MERIT INCREASES

6:01 "Merit Increase" means **an** increase in the rate of pay of **an** employee within the employee's pay range which may be granted in recognition of satisfactory service on the employee's anniversary date.

6:02 The initial anniversary date of an employee shall **be** established **as** the ~~first~~ of the month which follows the date on which the employee is covered by this Collective Agreement.

6:03 The effective date for an employee's merit increase shall be the first day of the bi-weekly pay period which includes the employee's anniversary date. **An** employee must be in the classification on the employee's anniversary date in order that the merit increase shall take effect at the beginning of the bi-weekly period that includes the said anniversary date.

6:04 Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increase review twelve (12) months from the employee's anniversary date established in accordance with this Article provided the employee has accumulated one thousand (1,000) regular hours of work during that preceding twelve (12) month period.

6:05 Where an employee has not accumulated one thousand (1,000) hours in 6:04, he shall be eligible for a merit increase review upon the completion of one thousand (1,000) regular hours.

6:06 Where **an** employee is granted a merit increase in accordance with 6:05:

- (a) the merit increase shall be effective on the first of the bi-weekly pay period in which one thousand (1,000) hours were accumulated; and
- (b) the employee's anniversary date shall be established **as** the first of the month following the granting of this merit increase.

6:07 Where an employee is promoted from HCA1 to HCA2 **a** new anniversary date shall be established **as** the first of the month following the promotion. The employee shall be eligible for his next merit increase review **in** accordance With Article 6:04.

6:08 Where **an** employee **has** been denied **a** merit increase on his anniversary date, the employee shall be notified in writing of the reason for the denial. The employee shall have the right to appeal that decision to the Regional Director. The decision of the Regional Director shall be final.

6:09 Where **an** employee has been denied **a** merit increase on his anniversary date, the Employer may grant the merit increase effective the first of any subsequent bi-weekly pay **period**. The employee's anniversary date shall then be established **as** the **first** of the **month** following the **granting** of this merit increase.

ARTICLE 7 - PROBATION

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7:01 A new employee shall be on probation **from** the date of commencement of employment for a period of six hundred **and forty** (640) regular hours worked.

7:02 **An** employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the Grievance Procedure within fifteen (15) working days from the date the employee received notice of the rejection. The Regional Director shall hold a hearing to discuss the grievance **with** the employee. The employee **has** the option to have a **representative** present. The decision at Step 2 shall be final for such grievance.

7:03 Subject to 7:02 the rejection on probation of an employee is neither **grievable** nor arbitrable.

ARTICLE 8 - MANAGEMENT RIGHTS

8:01 All the functions, rights, personnel pay practices, powers and authority which the Employer **has** not specifically abridged, delegated or modified by this Agreement are recognized by the **Union as** being retained **by the** Employer.

8:02 **In administering this** Agreement, the Employer shall **act** reasonably, fairly, in good faith, and in a manner consistent with the Agreement **as a** whole.

ARTICLE 9 - NO DISCRIMINATION

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9:01 **The** parties hereto agree that **there** shall be **no** discrimination, harassment, coercion or interference exercised or practiced with respect to any employee **by reason** of age, sex, marital **status**, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities **in** the Union.

ARTICLE 10 - DISCIPLINARY ACTION

- 10:01 An employee shall only be disciplined for ~~just~~ cause.
- 10:02 A hearing may be held with ~~an~~ employee prior ~~to~~ making a determination to discipline an employee. The employee shall have the option to have a representative present.
- 10:03 Where disciplinary action has been taken ~~the~~ employee shall be advised in writing of the disciplinary action.
- 10:04 ~~An~~ employee may grieve disciplinary action in accordance with the Grievance Procedure.
- 10:05 Where an employee is absent without leave for five (5) working days, he shall be considered to have abandoned his position and shall be deemed to have resigned without notice on the last day on which he ~~was~~ present at work and performed his regular duties.

ARTICLE 11 - EMPLOYEE FILES

- 11:01 Upon the written request to the Resource Coordinator the personnel file shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have ~~a~~ representative present.
- 11:02 ~~An~~ employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

ARTICLE 12 - RESIGNATIONS

- 12:01 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.
- 12:02 The effective date of a resignation shall be the last day upon which ~~an~~ employee is present at work and performs his or her regular duties.
- 12:03 Where ~~the~~ last day on which an employee who ~~has~~ submitted ~~a~~ notice of resignation ~~performs his~~ or her regular duties precedes ~~a~~ Friday which, but for the fact that a holiday falls thereon would be a ~~regular working~~ day, the employee shall be deemed to have voluntarily terminated his or her service on that Friday and shall be eligible for holiday pay for that Friday.
- 12:04 Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required ~~two~~ (2) weeks may only be given with the approval of the Employer.

12:05 **An** employee may, with the approval of the Employer, withdraw the notice of resignation **at** any time before the resignation becomes effective.

ARTICLE 13 - ALLOCATION OF WORK

13:01 The parties recognize the unique role of the Home Care Attendant in providing individualized personal care in the homes of clients.

13:02 Notwithstanding 13:01, the Resource Coordinator shall provide **first** consideration for new assignments to employees on the Assignment List.

13:03 Where no suitable employee is available on the Assignment List, the Resource Coordinator shall review the Additional Hours List for a suitable employee.

13:04 Allocation of work shall not be subject to arbitration during the life of the Collective Agreement. **An** employee who is concerned about the allocation of work should first contact the Resource Coordinator. The final determination on the allocation of work is the right of the Employer.

13:05 Where **an** employee considers that the Employer has violated the terms and conditions of this article, the employee may file a grievance at Step 1.

13:06 The decision of the Regional Continuing Care Coordinator shall be final and binding for any grievances filed regarding Allocation of Work.

13:07 When an employee refuses two (2) assignments when on the Assignment List **his** name shall be removed from the Assignment List and transferred to the Additional Hours List.

ARTICLE 14 - HOURS OF WORK

14:01 The parties to this Agreement recognize the uniqueness of the Home Care Program and recognize the requirement for distribution of work in an economical, fair and efficient manner.

14:02 (a) **Hours** of work shall be **as** assigned by the Employer. The Employer shall **only** pay for hours worked.

(b) Time spent travelling between consecutive and contiguous work assignments is considered work time.

- 14:03** When **an** employee's hours of work are interrupted or when an employee is temporarily laid-off, the Employer shall not be required to provide any notice or payment in lieu thereof.
- 14:04** Where **an** employee's average hours of work have been reduced by more than twelve (12) hours in a bi-weekly pay period the employee's name shall be placed on the Assignment List maintained by their Resource Coordinator.
- 14:05** **An** employee who wishes to work additional hours beyond **his** present schedule shall **notify his** Resource Coordinator and his name shall be placed on the Additional Hours List maintained by the Resource Coordinator.
- 14:06** Notwithstanding 14:02 and :03, where **an** employee is unable to complete their assignment due to client circumstances beyond the control of the employee, then the employee shall be paid **as** follows:
- (a) where the assignment is for less than three (3) hours the employee will be paid for the assignment at the employee's regular hourly rate.
 - (b) where the assignment is for three (3) or more hours the employee shall be paid their regular hourly rate for the hours worked or for a minimum of three hours whichever is greater.
- 14:07**
- (a) Employees may be required to work split shifts.
 - (b) **An** employee required to work a split **shift** shall receive a premium of \$4.00 per Shift.
 - (c) The premium referred to in 14:07(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 **an** unpaid break period of more than one (1) hour and fifteen (15) minutes".
- 14:08** Where **an** employee works for five (5) or more consecutive hours, an unpaid meal period of between one-half (1/2) hour and one (1) hour will be provided.
- 14:09** Where **an** employee is required to remain with the client during the meal period, such time shall form part of the work schedule.
- 14:10** **An** employee who works **a minimum** of four (4) consecutive hours for one client will receive one fifteen (15) minute rest period for each period so worked.

14:11 Procedures for Administration of Article 14:04

- (a) **An** employee's average bi-weekly **hours** of work **as** referenced **in** Article 14:04 shall be determined **as** follows:
 - (i) Commencing with the pay **period** that includes January 1 in the preceding year, the **regular** hours worked in the following twenty-six (26) bi-weekly pay periods shall be totalled.
 - (ii) The **total** calculated under 14:11(a)(i) shall be divided by twenty-six (**26**) to determine **the** employee's average bi-weekly hours of work.
- (b) The average bi-weekly hours of work **as** calculated in 14:11(a) shall be the employee's average bi-weekly hours of work for the following twelve (12) month period.
- (c) The average bi-weekly hours of work shall be revised on **an** annual basis and provided in writing to each employee by January 31.

14:12 Where **an** employee is on the Assignment **List** and/or the Additional **Hours** List and requests, the Resource Coordinator shall allow **the** employee to view the relevant list.

14:13 For greater certainty with regard to the interpretation of 14:02, 14:03 and 14:06 where the Employer cancels **an** assignment at any time prior to its commencement the employee shall not be entitled to be paid for that assignment.

ARTICLE 15 - OVERTIME

15:01 **An** employee required to work in excess of eight (**8**) **hours** per day shall be paid at the rate of time and one-half (1 1/2x) for all overtime worked.

15:02 An employee shall be paid at the rate of time and one-half for all hours required to be worked in excess of forty (**40**) hours in **any** week.

15:03 Overtime shall be compensated by paying the employee for all time worked at the applicable rate.

ARTICLE 16 - STAND-BY

16:01 For the purposes of **this** Article, stand-by duty shall be any period of twelve (12) consecutive hours.

16:02 (a) **An** employee who has been designated by the employer to be on stand-by **duty** during off **duty** hours shall receive payment of six dollars (\$6.00) for each twelve (12) hour period or less on stand-by.

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- (b) **An** employee who **has** been designated by the employer to be on stand-by duty during off duty hours on a Saturday, Sunday or **a** recognized holiday shall receive payment of twelve dollars (\$12.00) for each twelve (12) hour period or less on stand-by.
- (c) Where **an** employee **has** worked five (5) consecutive and contiguous days and is designated to be on stand-by duty on either the **sixth and/or** seventh consecutive and contiguous days following shall be eligible for stand-by at twelve dollars (**\$12.00**) for each twelve (12) hour period or less on stand-by.

16:03 **An** employee designated for stand-by **must** be available in a manner approved by the Employer during his period of stand-by and must return for duty immediately.

16:04 **Notwithstanding** the number of call **outs** during the period of stand-by, an employee called **back** to work from standby shall be paid for all hours worked or for three (3) hours whichever is greater.

The employee shall be paid at the regular rate of pay or the applicable overtime rates as per Article 15.

16:05 For purposes of interpretation of Article 16:02 half or more hours must be designated on the said day in order that the employee shall be eligible for the higher rate.

ARTICLE 17 - SENIORITY

17:01 "Seniority" is defined **as** an employee's accumulated regular hours worked in a classification under the terms and conditions of this collective agreement.

17:02 Notwithstanding Article 17:01, seniority shall also accrue during periods of:

- (a) absence on approved Workers' Compensation;
- (b) maternity leave;
- (c) adoptive parent leave;
- (d) approved leave of absence without pay for vacation purposes;
- (e) paid time in accordance with the Manitoba Home Care Employee Benefit Program;
- (f) periods of approved U.I.C. sick leave.

17:03 The periods of absence referred to in 17:02 shall be multiplied by the employee's pro-rating factor in order to determine the number of hours of accrued seniority. Seniority shall be calculated under 17:02(d) in accordance with the employee's vacation accrual rate under **21:02**.

17:04 **An** employee will lose all seniority when the employee

- (a) resigns
- (b) retires
- (c) is dismissed and not reinstated
- (d) dies
- (e) is permanently laid off.

- 17:05 Seniority lists shall be revised annually and shall be available through the Resource Coordinator.
- 17:06 Recognition of service prior to signing of this Collective Agreement shall be calculated **in** accordance with a separate Memorandum of Agreement - Accrued Seniority Prior to ~~First~~ Collective Agreement.

ARTICLE 18 - LAY-OFF

- 18:01 When a temporary lay-off or interruption of work occurs the Employer shall not be required to provide any notice of lay-off or payment in lieu thereof.
- 18:02 When a temporary lay-off, or interruption of work in accordance with 14:04 occurs, the employee's name shall be placed on the Assignment List.
- 18:03 Where a significant number of temporary lay-offs occur concurrently then employees' names shall be placed on the Assignment List in descending order of seniority.
- 18:04 Where work becomes available employees shall be offered assignments in accordance with Article 13 - Allocation of Work.
- 18:05 **A** permanent lay-off shall be deemed to have taken place where an employee has been placed on the Assignment List for a period of twelve (12) months and **has** not worked under this agreement during **the** twelve (12) month period.
- 18:06 Where a permanent lay-off takes place **as** per Article 18:05, severance pay shall be paid where applicable in accordance with Article 19 - Severance Pay.

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ARTICLE 19 - SEVERANCE PAY

- 19:01 Employees with ten (10) or more years of accumulated service whose services are terminated **as** a result of retirement, in accordance with the pension plan, or death, shall be paid, or to the employee's estate in **the** event of death, severance pay **in the amount** of one week's pay for each **year** of **accumulated** service or portion thereof, but the total amount of severance pay shall not exceed **fifteen** (15) weeks' pay.
- 19:02 **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 his tenth year divided by twelve (12) months.

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19:03 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 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.

19:04 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 lay-off, or death.

19:05 For purposes of interpretation, one week's pay shall equal forty (40) hours pay.

ARTICLE 20 - HOLIDAYS

20:01 The following are recognized holidays:

- | | |
|--|--|
| (a) New Year's Day | (g) Labour Day |
| (b) Good Friday | (h) Thanksgiving Day |
| (c) Easter Monday | (i) Remembrance Day |
| (d) Victoria Day | (j) Christmas Day |
| (e) Dominion Day | (k) Boxing Day |
| (f) Civic Holiday
(First weekend in August) | (l) Any other holiday proclaimed by
Federal or Provincial statute. |

20:02 **An** employee shall be eligible to be paid time and one-half (1 1/2) for all hours worked on a holiday listed in 20:01.

20:03 **An** employee shall be eligible to receive holiday pay calculated by multiplying the employees pro-rating factor by eight (8) hours.

ARTICLE 21 - VACATION

21:01 For purposes of this Agreement, a vacation year is the period of twenty-six (26) bi-weekly pay periods commencing with the employee's bi-weekly pay period in which April 1 falls.

21:02 Effectivethe first of the bi-weekly pay period which includes April 1, 1988, employees shall accrue vacation as follows:

- (a) an employee who has completed less than one (1) year accumulated service shall earn vacation credits at the rate of four percent (4%) per annum.
- (b) commencing with the first of the bi-weekly pay period in which an employee completes one (1) year accumulated service the employee shall earn vacation credits at the rate of six percent (6%) per annum.

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(c) commencing with the first of the bi-weekly pay period in which an employee completes seven (7) years accumulated service the employee shall earn vacation credits at the rate of eight percent (8%) per annum.

21:03 Vacation credits as referred to in 21:02 shall be calculated on regular hours worked during the bi-weekly pay period and shall be exclusive of overtime and any and all other premiums.

21:04 For purpose of this Article a year of accumulated service shall be two thousand and eighty (2,080) regular hours worked.

21:05 Accumulated service prior to the first of the bi-weekly pay period which includes April 1, 1988 shall be determined in accordance with the Memorandum of Agreement - Accrued Seniority Prior to First Collective Agreement.

21:06 Where operational requirements permit, employees shall be eligible to take vacation leave upon the approval of the employer. Such leave shall be unpaid and shall be recorded as an approved leave of absence without pay for vacation purposes.

ARTICLE 22 - BEREAVEMENT LEAVE

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22:01 An employee shall be entitled to bereavement leave of three (3) working days without loss of salary in the event of the death of a member of an employee's immediate family.

22:02 For purposes of granting bereavement leave, immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

22:03 An employee shall be entitled to bereavement leave of one (1) working day without loss of salary in the event of the death of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.

22:04 Provided an employee has not received bereavement leave for the death in question, an employee shall be entitled to bereavement leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.

22:05 An employee shall be entitled to additional bereavement leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance.

22:06 Bereavement leave shall be calculated by determining the number of days an employee would be eligible and multiplying by the pro rating factor.

ARTICLE 23 - MATERNITY LEAVE

23:01 Every pregnant employee:

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- (a) who has completed nine (9) continuous months of employment for or with the Employer;
- (b) who submits to the Employer an application in writing for leave under **this** Article at least four (4) weeks before the day specified by her in the application **as** the day on which she intends to commence such leave; and
- (c) who provides the Employer ~~with~~ a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated &te of ~~her~~ delivery is entitled to and shall be granted maternity leave without pay consisting of **a** period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned above; or
- (d) a period of seventeen (17) weeks plus an additional period equal to the period between the &te of delivery specified in the ~~certificate~~ mentioned in (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (e) the Employer may vary the length of maternity leave upon proper certification by the attending physician.

23:02 Sections 36(1) through 36(1 1) inclusive of the Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

23:03 Where an employee's anniversary date falls during the period of maternity leave and where the employee has accrued one thousand (1000) regular hours in the preceding twelve (12) months, the employee shall be eligible for a merit increase review effective the date upon which she returns to employment. Where a merit increase is granted in accordance ~~with~~ **this** clause the employee's anniversary date shall not change.

23:04 **During** the period of maternity leave, benefits will not accrue. However, the period of maternity leave times the pro-rating factor shall be credited **as** service towards eligibility for long service vacation entitlement. For calculation purposes the period of maternity leave shall not exceed seventeen (17) weeks.

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ARTICLE 24 - ADOPTIVE PARENT LEAVE

24:01 **An** employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.

24:02 The Adoptive Parent Leave referred to in 24:01 shall be calculated by multiplying eight (8) hours times the pro rating factor.

ARTICLE 25 - PATERNITY LEAVE

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25:01 A male employee may be granted up to one (1) day's leave of absence with pay to attend to needs directly related to the birth of his child. At the employee's option such leave shall be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to or discharge from the hospital.
- 25:02** Paternity leave shall be calculated by multiplying eight (8) hours times the pro rating factor.

ARTICLE 26 - PARENTAL LEAVE

- 26:01** In order to qualify for Parental Leave, an employee must:
- (a) be the natural mother of a child; or
 - (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
 - (c) adopt a child under the law of a province.
- 26:02** An employee who qualifies under 26:01 must:
- (a) have completed nine (9) continuous months of employment and
 - (b) submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- 26:03** An employee who qualifies in accordance with 26:01 and 26:02 is entitled to Parental Leave without pay for a continuous period of up to seventeen (17) weeks. /
- 26:04** Subject to Section 26:05, Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. 63/13
- 26:05** Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer. 18/17

ARTICLE 27 - WORKERS' COMPENSATION

- 27:01** Where an employee is unable to work as a result of a compensable injury incurred in the course of performing regular duties that employee shall apply for Workers' Compensation benefits.
- 27:02** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.

27:03 Transportation to the nearest physician or hospital for employees requiring immediate medical care **as** a result of an on-the-job accident shall be provided by or at the expense of the employer if it is not covered by a medical plan.

ARTICLE 28 - BRIDGING OF SERVICE

28:01 **An** employee who resigns **as** a result of the employee's decision to raise a dependant child or children, and is re-employed, upon written notification to the Employer shall be credited with accrued service accumulated up **to** the time of resignation for the purposes of long ~~service~~ vacation entitlement benefits **as** defined in this agreement. The following conditions shall apply:

- (a) The employee **must** have accumulated at least four **(4)** years of accumulated service at the time of resigning.
- (b) The resignation itself must indicate the reason for resigning.
- (c) The break in service shall be for no longer ~~than~~ five **(5)** years, and during that time the employee must not have been engaged in remunerative employment for more than three (3) months.
- (d) The previous service shall not be reinstated until successful completion of the probationary period.

ARTICLE 29 - UNION BUSINESS

29:01 Leave of absence to attend to Union business may be granted to employees under the following conditions:

- (a) Requests for leave shall be made in writing by the Union by providing the employee ~~with~~ a letter of request. The employee shall submit the letter to his or her immediate supervisor who shall forward the request to the employer for approval. The Union will **also** provide a copy of the written request to the Director of Personnel.
- (b) Requests for leave shall be made with reasonable advance notice but not less ~~than~~ three (3) **working** days and shall be granted only where operational requirements permit. Where special or **unusual** circumstances prevent compliance with the three (3) **working** days notice, the request shall be considered and shall not be unreasonably denied.
- (c) Where such leave of absence **has** been granted the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence.

29:02 For time spent with Employer representatives during collective bargaining, the Union will be allowed to have no more ~~than~~ two (2) employees present at each bargaining session on a time-off with pay basis.

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- (b) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the purpose of collective bargaining. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
- (c) Subject to the mutual agreement of the parties, the total number of employees referred to in both (a) and (b) above may be changed provided any additional employees are on leave without pay or on wage recovery as per Section 29:01(c).

29:03 The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to refuse to post or remove the posting of any information.

ARTICLE 30 - UNION SECURITY

30:01 During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.

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30:02 The Employer shall forward to the Union the amount of the dues deducted under Section 30:01 above on a bi-weekly basis per each applicable bi-weekly pay period system.

30:03 The Employer shall provide the Union on a bi-weekly basis per each applicable bi-weekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.

30:04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

30:05 Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following:

- (a) the name of each employee
- (b) the classification of each employee
- (c) the current rate of pay of each employee.

ARTICLE 31 - RIGHTS OF STEWARDS

- 31:01** "Steward" means **an** employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 31:02** The Employer recognizes the Union's right to select Stewards **to** represent employees.
- 31:03** The Union agrees **to** provide the Employer **with** a list of Stewards and any subsequent changes. The Union shall provide appropriate identification for Stewards.
- 31:04** Stewards and employees shall not conduct **Union** business during their working time.
- 31:05** Where a Steward considers that **an** urgent complaint requires immediate investigation, he shall noti@-the Union office in order that a staff representative may be assigned to the matter.
- 31:06** Where it is necessary for a Steward to attend a grievance hearing, the Steward shall first obtain permission from the employer at least three (3) days in advance of the hearing.

ARTICLE 32 - GRIEVANCE PROCEDURE

- 32:01** It is mutually agreed that an effort shall be made to resolve complaints **through** discussion before a written grievance is initiated. The aggrieved employee shall have the option to have a representative present at such a discussion.
- 32:02** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 32:03** **A** grievance is defined **as a** complaint in writing concerning:
- (a) the application, interpretation, or alleged violation of **an** Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
 - (b) the dismissal, suspension, demotion, or written reprimand of **an** employee.

The above categories of grievances can be processed up to and including Step 4 of the Grievance Procedure.

- 32:04** Notwithstanding Section 32:03, **an** employee may complain or grieve on any unsatisfactory working condition up to and including Step 3 of the Grievance Procedure. The decision at Step 3 shall be final for such grievances.

- 32:05**
- (a) Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees; and where **as** a result the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance on those matters **as** defined in Section 32:03(a). At Step 3 a group grievance shall be presented directly to the Deputy Minister within twenty (20) working days following the date upon which the employee(s) were notified orally or in writing, or on which the employee(s) first became aware of the action giving **rise** to the grievance.
 - (b) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of **this** Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. Where such a grievance is initiated by the Union it shall be presented at Step 3 to the Deputy Minister. Where such a grievance is initiated by the Employer it shall be presented to the President of the Union. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.
 - (c) Where the parties fail to resolve **a** grievance under 32:05(a) or 32:05(b), either party may refer the grievance to Step 4 of the Grievance Procedure. It is agreed and understood that grievances which have been submitted and dealt **with** **as** individual grievances may not subsequently be submitted **as** a policy grievance.
 - (d) Notwithstanding Section 32:07 **a** grievance filed under 32:05(b) shall not require the signature of an employee.

32:06 If an employee or the Union fails to initiate or process **a** grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that particular grievance shall be at an end. If Management fails to reply to **a** grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

32:07 Wherever possible, the grievance shall be presented on the Official Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article **shall** be **so** stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time **limits**, **a** grievance **shall** not be deemed to be invalid if it is not written on the Official Grievance **Form** or for failure to quote the Article in dispute.

Step 1

- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the Regional Continuing Care Coordinator.

- (b) The Regional Continuing Care Coordinator shall sign for receipt of the grievance and if the nature of the grievance is such that the Regional Continuing Care Coordinator is authorized to deal with it, the Regional Continuing Care Coordinator shall issue a decision in writing **to** the employee and to the Union within fifteen **(15)** working days.
- (c) The ~~departmental~~ official may discuss the grievance with the employee and his or her representative before giving a decision on the grievance.
- (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Regional Continuing Care Coordinator shall forward the grievance to the appropriate authority at the appropriate step of the Grievance Procedure and ~~so inform~~ the employee and the Union. The time limits and the procedures of the appropriate step shall then apply.
- (e) Where the Regional Continuing Care Coordinator at Step 1 is a Steward or Officer of the Union, the grievance shall automatically be referred by the Regional Continuing Care Coordinator to Step 2.

Step 2

- (a) If the grievance is not resolved satisfactorily **at** Step 1, the employee shall submit ~~the~~ same grievance and the redress requested to the Regional Director within fifteen **(15)** working days of the receipt of the decision at Step 1.
- (b) The Regional Director shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen **(15)** working days of receipt of the grievance.
- (c) The Regional Director may hold a hearing to discuss the grievance with the employee and his or her representative before giving **a** decision on the grievance.

Step 3

- (a) If the grievance is not resolved satisfactorily at Step 2, the employee shall submit the same grievance and the redress requested to the Deputy Minister or designate within fifteen **(15)** working days of the receipt of the decision at Step 2.
- (b) The Deputy Minister or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union ~~within~~ fifteen **(15)** working days of receipt of the grievance.
- (c) For those grievances defined in accordance with Section 32:03, the Deputy Minister or designate may hold a hearing to discuss the grievance with the employee and his or her representative before giving a decision on the grievance. For those grievances concerning unsatisfactory working conditions **as** defined in 32:04, the Deputy Minister or designate shall hold a hearing to discuss the grievance with the employee and his or her representative before giving a decision on the grievance.

Step 4

A decision of the Deputy Minister or designate may be submitted to Arbitration in accordance with Article 33, Grievance Arbitration Procedure, providing the category of the grievance is such as is defined in 32:03. The decision of the Arbitration Board shall be ~~final~~ and binding for all such grievances. **An** employee may submit to arbitration a grievance regarding dismissal with or without Union approval but for all other arbitrable grievances, Union approval must ~~first~~ be obtained before the matter is submitted to Arbitration.

- 32:08** Grievances concerning demotion, classification, suspension or dismissal shall be initiated at Step 3 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.
- 32:09** **An** employee may withdraw a grievance by giving written notice to the Union and the Employer or abandon his grievance by not processing it within the prescribed time limits.
- 32:10** When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.

ARTICLE 33 - GRIEVANCE ARBITRATION PROCEDURE

- 33:01** Effective from the date of the signing of the Agreement and restricted to grievances which occurred and were initiated after that date, unresolved grievances may be submitted to a Board of Arbitration and proceeded with in the following manner:

Either of the parties shall, within fifteen (15) days from the receipt of the decision at Step 3 of the Grievance Procedure, notify the other party in writing of its desire to submit the grievance to arbitration, and said notice **shall** contain the first party's appointee to the Arbitration Board.

- 33:02** Within fifteen (15) days of receipt of the letter as provided in 33:01 above, the Employer shall notify the Union in writing of the Employer's appointee to the Arbitration Board.
- 33:03** ~~Within~~ ten (10) days of receipt of the letter as provided in 33:02 above, the two ~~appointees~~ shall select a third member who shall be the Chairperson of the Arbitration Board and shall without delay, notify the Union and the Employer of the name of the Chairperson.
- 33:04** If, in the event either party fails to appoint an appointee, or if the two appointees fail to agree upon a third member within the applicable time limits specified, the appointment shall be made by the Minister of Labour.
- 33:05** Within ten (10) days following the appointment of the Chairperson, the Board shall commence hearings and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted.

- 33:06** Within twenty-one (21) days the Arbitration Board shall render its decision in writing to the Union and the Employer.
- 33:07** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 33:08** The decision of the majority shall be the decision of the Board and such decision shall be final and binding on both parties. Where there is no majority decision, the decision ~~of~~ the Chairperson shall be the decision of the Board.
- 33:09** The Board shall not have the authority to amend, add to, or in any manner change the provisions of ~~this~~ Agreement or any signed Memoranda of Agreement between the parties.
- 33:10** Each party shall bear the expenses of their appointee to the Board and shall ~~bear~~ equally the expenses of the Chairperson of the Board.
- 33:11** Nothing herein shall prohibit the parties from ~~agreeing~~ on a single arbitrator. If the parties ~~so~~ agree, the provisions of ~~this~~ Article relating to an Arbitration Board shall apply, mutatis mutandis, to the single arbitrator.

6/1 **ARTICLE 34 - CONTRACTING OUT**

- 34:01** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:
- (a) the Employer will provide the Union with one hundred and twenty (120) days' notice.
 - (b) during the notice period ~~the~~ parties shall meet to discuss redeployment opportunities.
 - (c) at the request of either party, the matter shall be discussed at Joint Council.

ARTICLE 35 - TECHNOLOGICAL CHANGE

- 35:01** Section 83(1) through 85(2) inclusive of The Labour Relations Act shall apply mutatis mutandis.
- 35:02** The Employer agrees that it will endeavour to introduce technological change in a manner which, where possible, will **minimize** the disruptive effects on services to clients and employees.
- 35:03** For purposes of ~~this~~ Article, technological change means the introduction into the employer's operation of new equipment or materials which are likely to affect the security of employment of a significant number of employees.

ARTICLE 36 - HEALTH AND SAFETY

- 36:01 The Employer shall in accordance with the objects and purposes of the Workplace Health and Safety Act:
- (a) Ensure so **far as** is reasonably practicable, the safety, health and welfare at work of **all** his workers; and
 - (b) Comply with the Workplace Safety and Health Act and regulations.
- 36:02 The parties recognize the **importance** of establishing a Workplace Health and Safety Committee structure to enhance the ability of employees and the employer to resolve health and safety concerns.
- 36:03 In accordance with 36:02 the parties agree to establish a Home Care Program Workplace Health and Safety Committee covering the province.
- 36:04 Where it is deemed appropriate, the parties may agree to the designation of a Workplace Health and Safety representative who may in conjunction with a management representative attempt **to** resolve issues at the Regional level. Any unresolved issues shall be referred to the Home Care Program Workplace Health and Safety Committee.
- 36:05 The Employer shall provide a prominent place where information relating to health and safety subjects may be posted.
- 36:06 **An** employee may refuse to perform work at a workplace where he has reasonable grounds to believe and does believe that the particular work is dangerous to his safety or health, or the safety and health of another employee or any other person.
- 36:07 Where the employee refuses to work under Article 36:06 he shall immediately report his refusal and the reasons therefore to his immediate supervisor. At no time shall the safety of the client be jeopardized.
- 36:08 The immediate supervisor in conjunction with the appropriate authorities will ensure that the employee is not required to continue working under dangerous conditions.

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ARTICLE 37 - CIVIL LIABILITY

- 37:01 If any action or proceeding is brought against any employee covered by this Agreement for an **alleged** tort committed by **him** or her in the performance of his or her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding **as** hereinbefore referred to, being commenced against **him** or her shall advise the Employer through the Regional Director of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or:

- (c) The Employer shall pay any **sum** required to be paid by such employee in connection ~~with~~ the settlement of any claim made against such employee if such settlement is approved by the Employer through the Deputy Minister before the **same** is finalized; provided the conduct of the employee which gave rise to the action did not constitute **gross** negligence of his or her duty **as** an employee.
- (d) Upon the employee **notifying** the Employer in accordance with paragraph (a) above, the Employer and the employee shall ~~forthwith~~ meet and **appoint** counsel that is mutually agreeable to both parties. Should the parties be unable to agree **on** counsel that is satisfactory to both, then the Employer shall unilaterally **appoint** counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

ARTICLE 38 - SEXUAL HARASSMENT

38:01 The Employer agrees to investigate allegations of sexual harassment and shall endeavour to resolve them in an expeditious manner.

38:02 The employee may forward a written complaint alleging sexual harassment directly to the Regional Director.

ARTICLE 39 - UNIFORMS AND PROTECTIVE CLOTHING

39:01 Where the Employer determines that **uniforms** and protective clothing are required in the performance of the employee's duties, such **uniforms** and protective clothing shall be provided to the employee.

39:02 Where **uniforms** and protective clothing are supplied, the Employer agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties.

39:03 The policy on Uniforms and Protective Clothing **as** specified in the General Manual of Administration shall be applicable to **this** Agreement. Where the provisions of the General ~~Manual~~ of Administration conflict ~~with~~ this Article, **this** Article shall prevail.

39:04 Notwithstanding **any** other provision of **this** Agreement, where an employee disputes the provision of protective clothing in accordance with this Article, the employee may file **a** grievance in accordance with the Grievance Procedure. The decision at Step 3 shall be final for such grievances.

ARTICLE 40 - TRANSPORTATION

- 40:01 (a) Where an employee is authorized to use his privately owned vehicle on the Employer's business he shall be reimbursed in accordance with rates paid by the Province of Manitoba for all travel between work locations.
- (b) The Employer shall reimburse the employee for any distance travelled:
- (i) greater than eight (8) kilometres to the ~~first~~ work assignment;
 - (ii) greater than eight (8) kilometres home from the last work assignment.

40:02 Where bus transportation is authorized for travel between work locations, employees shall be reimbursed transit expenses.

40:03 Taxi fare transportation shall only be reimbursable for all travel on the Employer's business between the hours of 12:00 Midnight and 6:00 A.M. next.

40:04 Where an employee's work related travel requires business insurance, such an employee shall be reimbursed the cost of adding business insurance.

ARTICLE 41 - REMOTENESS ALLOWANCE

41:01 The Employer shall provide Remoteness Allowance to employees in accordance with Appendix - B attached hereto. Any changes to Remoteness Allowance rates in the Government Employees' Master Agreement shall apply during the life of this Agreement.

41:02 Remoteness Allowance shall be paid to employees for all regular straight time hours of work.

ARTICLE 42 - TRAINING

42:01 Employees required by the Employer to attend a training course shall be paid at their regular hourly rate for all classroom hours.

42:02 Where an employee incurs transportation costs to attend training courses he shall be reimbursed in accordance with Article 40:01.

42:03 Where the Employer requires an employee classified at the HCA1 level to take the HCA Training Course at Red River Community College, Keewatin Community College or Assiniboine Community College, then the employee shall be entitled to the benefits under Article 42 - Training.

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42:04 Where an employee successfully completes the HCA training course the employee shall be eligible for promotion to the HCA2 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 level.

42:05 Where **an** employee decides to take the HCA Training Course on **his own** initiative when the Employer **has** not required **him** to take the course, the employee shall do so on his own time and at his **own** expense.

ARTICLE 43 - COURT LEAVE

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An employee who is summoned for **jury** duty or who receives a summons or subpoena to appear **as a** witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period and all **jury** or witness fees received by the employee shall be remitted to the Employer.

43:02 **An** employee, on court leave in accordance with 43:01, shall be paid the number of days of court leave granted times the employee's pro rating factor.

43:03 **An** employee shall only be eligible for payment in accordance with 43:02 provided the employees' work assignment(s) would have remained unchanged had the employee not been absent on court leave.

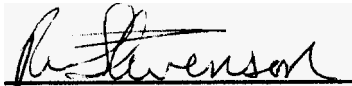
ARTICLE 44 - LABOUR MANAGEMENT COMMITTEE

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A Joint Consultation Committee will be established and maintained within the Home Care Program. **This** Committee shall consist of no more than three (3) representatives of the Province and three (3) representatives of the Union. Except by mutual agreement, this Committee shall meet quarterly for the purpose of discussing issues relating to the workplace which affect the parties.

44:02 The Committee may make recommendations to the Union and the Province with respect to its discussions and conclusions, but it shall not have jurisdiction over wages, or any **matter** of the Collective Agreement. The Committee shall not supersede the activities of any Committee of the Union or of the Province and it does not have the power to bind either the Union or its members or the Province to its discussions or conclusions.

44:03 The Committee shall have **two** (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings of the Committee and may participate fully in the deliberations and discussions of the Committee.


In witness whereof the Honourable Minister of Health charged with the administration of the Home Care Program has hereunto set his hand for, and on behalf of, Her Majesty the Queen in Right of the Province of Manitoba, and the President of the Manitoba Government Employees' Union has hereunto set his hand for, and on behalf of, the Manitoba Government Employees' Union.



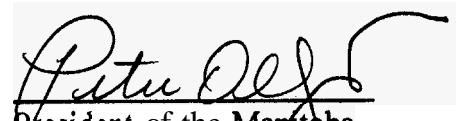
Witness



Minister of Health



Witness



President of the Manitoba
Government Employees' Union

APPENDIX A
SALARY SCHEDULE

**EFFECTIVE MARCH 31, 1996
THROUGH MARCH 28, 1998**

HOME <i>CARE</i> ATTENDANT 1	<i>Base</i> 8.87	9.06	9.25	9.45
HOME <i>CARE</i> ATTENDANT 2	10.35	10.57	10.81	11.04

APPENDIX B
REMOTEMESS ALLOWANCE
HOURLY RATES

Effective October 1, 1995

LOCATION	DEPENDENTS	SINGLE
Berens River	\$2.38	\$1.37
Bissett	1.58	0.93
Bloodvein River	2.42	1.39
Brochet	2.85	1.64
Churchill	2.30	1.40
Cormorant	1.34	0.86
Cranberry Portage	1.15	0.73
Crane River	1.42	1.03
Cross Lake	2.56	1.48
Dauphin River (Anama Bay)	1.59	1.13
Easterville	1.18	0.74
Flin Flon	1.00	0.62
Gillam	2.05	1.24
God's Lake Narrows	2.82	1.62
God's River	2.86	1.65
Grand Rapids	1.14	0.71
Ilford	3.06	1.75
Island Lake/Garden Hill	2.63	1.50
Jen Peg	1.87	1.12
Lac Brochet	3.10	1.78
Leaf Rapids	1.58	0.98
Little Grand Rapids	2.54	1.44
Lynn Lake	1.63	0.99
Manigotagan	1.58	0.93
Matheson Island	1.61	1.14
Moose Lake	1.71	1.06
Negginan/Poplar Point	2.42	1.39
Nelson House	1.74	1.07
Norway House	2.28	1.30
Oxford House	2.77	1.58
Pikwitonie	2.23	1.34
Pukatawagan	1.84	1.13
Red Sucker Lake	2.81	1.61
St. Therese Point	2.63	1.50
Shamattawa	3.01	1.75
Sherridon	1.82	1.12
Snow Lake	1.37	0.85
Southern Indian Lake	2.90	1.67
split Lake	3.01	1.72
Tadoule Lake	3.15	1.81
The Pas	0.93	0.57
Thicket Portage	2.23	1.33
Thompson	1.49	1.05
Wabowden	1.91	1.30
Waterhen	1.18	0.74
York Landing	3.04	1.77

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MEMORANDUM OF AGREEMENT

SUBJECT: 24 HOUR LIVE IN AND 12 HOUR OVERNIGHT SHIFTS

Preamble

Employees employed in **24 Hour Live-In** and **12 Hour Overnight Shifts** provide personal care and home support services on a predominantly **on call** basis.

:01 Employees covered by the Agreement are not required to work **12 Hour Overnight Shifts** or **24 Hour Live-In Shifts**.

:02 Definitions:

- (i) A **24 hour live-in shift** is any period of twenty-four (**24**) consecutive hours assigned to provide **on call** care for a client.
- (ii) A **12 hour overnight shift** is any twelve (**12**) consecutive hours that include the hours from midnight to 6:00 a.m. in **any** one day, assigned to provide **on call** care for a client.

:03 When **an** employee elects to work a **24 hour live-in shift** the employee shall be compensated **as** follows for each scheduled twenty-four (**24**) hour period:

- (i) **an** allowance of eleven dollars (\$11.00);
- (ii) eight (8) hours pay at the employee's regular hourly rate;
- (iii) six (6) hours paid compensatory leave at the employee's straight time hourly rate. **This** compensatory leave shall be for all time worked in excess of the employee's regular daily hours and shall be in lieu of daily overtime, standby, call-out or **any** other benefit.

:04 When **an** employee elects to work a **12 hour overnight shift** the employee shall be compensated **as** follows for each scheduled twelve (12) hour period:


- (i) six (6) hours pay **at** the employee's regular hourly rate;
- (ii) three (3) hours paid compensatory leave at the employee's straight time hourly rate. **This** compensatory leave shall be for all **time** worked in excess of the employee's six (6) hours and shall be in lieu of daily overtime, standby, call-out or any other benefit.

For calculation purposes two (**2**) hours paid compensatory leave per **12 Hour Shift** shall be calculated **as** accumulated regular hours and **as** such will be included for purposes of benefit calculation.

:05 When an employee's hours of work are reduced under this Memorandum the employee's name shall not be placed on *the* Assignment List in accordance with 14:04 of the Agreement.



For the Union



For the Employer



Date

MEMORANDUM OF AGREEMENT

SUBJECT: PRO-RATING FACTOR

Where the term pro rating factor is used in this Agreement it shall be calculated **as** follows:


REGULAR HOURS WORKED IN THE - DIVIDED BY 160
PRECEDING TWO FULL BI-WEEKLY PAY PERIODS

e.g. Holiday calculation:


- (i) Holiday shall be deemed to fall in the third full bi-weekly pay period.
- (ii) Calculate regular hours worked in the preceding two full bi-weekly pay periods.
- (iii) Divide number arrived at in (ii) by 160.
- (iv) Multiply eight (**8**) hours times the pro rating factor arrived at in (iii) to determine the employee's entitlement.



For the Union



For the Employer






Date

MEMORANDUM OF AGREEMENT

SUBJECT: ACCRUED SENIORITY PRIOR TO FIRST COLLECTIVE AGREEMENT

Seniority accrued prior to the signing of the first Collective Agreement shall be calculated as follows:


- (1) Seniority from &te of hire **to August 25, 1985** shall be calculated **as** if the employee had worked full time. One year of service shall equal 2,080 hours of accrued seniority.
- (2) Seniority, from August 25, 1985, shall be based on the employer's records of regular straight time **hours** worked in the Home Care Attendant classification.
- (3) Within six (6) months of the date of signing of this Memorandum of Agreement, the Employer shall make every reasonable effort to **notify** each employee of the employee's seniority **as** at the date of signing of the Collective Agreement.
- (4) Seniority accrued under the terms and conditions of this Memorandum of Agreement shall be limited to the following article in the Collective Agreement:
 - Article 21 - Vacation

	
_____ For the Union	_____ For the Employer
 Date	


MEMORANDUM OF AGREEMENT

SUBJECT: MANITOBA HOME CARE EMPLOYEES BENEFIT TRUST FUND


The Employer agrees to contribute for the duration of the Collective Agreement three point seven percent (3.7%) of total insurable payroll for employees to the Manitoba Home Care Employees Benefit Trust Fund. The purpose of these contributions is to fund a benefits program consisting of sick leave benefits, dental benefits and an employee assistance program as determined and administered by the Trustees of the Fund.



For the Union



For the Employer



Date

MEMORANDUM OF AGREEMENT

SUBJECT: PENSION PLAN

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/ 2

The Employer agrees to contribute to the Pension Plan for the duration of the Collective Agreement. The Employer shall match employee contributions on the following basis:

Employer Contribution
3.0%

Employee Contribution
3.0%



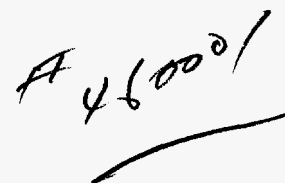
For the Union



For the Employer




Date




MEMORANDUM OF AGREEMENT

SUBJECT: ANNIVERSARY DATES

Notwithstanding Article 6:02, the anniversary date of employees, covered under the terms and conditions of this Collective Agreement hired prior to the date of the signing of the first agreement between the parties, shall remain unchanged.



For the Union



For the Employer



Date

MEMORANDUM OF AGREEMENT

SUBJECT: ARTICLE 21 VACATION

- :01 Effective the first of the bi-weekly pay period including April 1, 1989
- (i) employees shall no longer be paid out vacation pay with his pay cheque.
 - (ii) vacation pay normally paid out with the employee's pay cheque shall be accrued and payable effective the vacation year commencing April 1, 1990.
- :02 Accrued vacation shall be cashed out by the employee in the vacation year following the vacation year in which it was earned.
- :03 Accrued vacation shall only be paid out once per vacation year on approval of the employee's vacation leave.

For the Union

For the Employer 

July 8, 1986
Date

MEMORANDUM OF AGREEMENT

SUBJECT: SPLIT SHIFTS

1. A split **shift** is defined **as an** authorized daily work assignment which has **a** scheduled unpaid break (other than an unpaid meal period in accordance with Article **14.08**).
2. 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.
3. Where the employee is authorized to use **his** 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.
4. Where an employee is assigned a split **shift with** one 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.



For the Union

For the Employer




Date


MEMORANDUM OF AGREEMENT

**SUBJECT: EMPLOYER CONTRIBUTION TO MANITOBA
HOME CARE EMPLOYEES' BENEFIT TRUST FUND**

Notwithstanding the Memorandum of Agreement contained in the Home Care Attendants Collective Agreement concerning **this** subject, the parties agree that the Employer contribution rate will be one point seven percent (**1.7%**) of total insurable payroll for employees for the period of twenty-six (26) bi-weekly pay periods commencing March 31, 1996.

This Memorandum will expire March 30, 1997.


For the Union


For the Employer



Date

MEMORANDUM OF AGREEMENT


**RE: PROVINCE OF MANITOBA HOME CARE ATTENDANTS
CONTRACTED SERVICES INITIATIVE**

During the life of the Agreement the parties agree the following will apply:


1. The **Province** will contract out a **maximum** of 20% of home care attendant services in the City of Winnipeg to alternate service providers.
2. An assessment will be undertaken of the contracted services initiative. **This** assessment will be completed within three months following the completion of twelve months of service delivery through this initiative.
3. The Province agrees that the Union will be consulted on:
 - a) the tender process
 - b) the process for assessment of the initiative
 - c) the criteria for assessment of the initiative
4. The Union will be provided with the results of the assessment of the initiative.
5. The attached Workforce Adjustment Protocol will constitute the process for addressing work assignment and allocation issues that may arise **as** a result of this initiative. The parties acknowledge that **this** protocol is neither grievable nor arbitrable.



For the Union



For the Employer


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WORKFORCE ADJUSTMENT PROTOCOL

Whereas the parties recognize the desirability and importance of a workforce adjustment process, the parties agree to the following Workforce Adjustment Protocol in accordance with Articles 13 and 14 of the Home Care Attendants Collective Agreement.

1. A workforce adjustment committee consisting of two representatives each from the union and the employer will be established immediately.
2. Up to the effective contract service date(s) the committee will:
 - identify a priority placement list of designated employees in each district with the name and average bi-weekly hours of each designated employee.
 - employees so identified must be **on** staff both before and after the strike.
 - coordinate plans for each designated employee regarding alternate work assignments and placements.
 - attempt to resolve any disagreements which may arise **as** a result of this provision.
3. For the purpose of this protocol the following definitions will apply:
 - Average bi-weekly hours - an employee's rate of hours **as** determined in accordance with Article 14 of the agreement.
 - Designated district - the geographic region of the City of Winnipeg serviced by a district office in the provision of home care attendant services, the services of which are being contracted out to alternate service providers under the initiative.
 - Designated employee - **an** employee assigned to one of the designated district offices who was employed in that office both before and after the strike.
 - Full assignment - **an** assignment or **group** of assignments the total hours of which equal or exceed the average bi-weekly hours.
 - Prior Placement List - a list of designated employees whose work assignments take precedence over **all** other employee work assignments.
 - Threshold hours - an employee's average bi-weekly hours minus twelve (12) hours.
4. Pre contract service date protocol:
 - Designated employees will be offered alternate work assignments on a priority basis **as** they become available.
 - **A** designated employee must accept a full assignment when offered or their name will be removed from the priority placement list.

- A designated employee who refuses a full assignment may request to be placed on the additional hours list.
- A designated employee must accept offers of alternate assignments when offered. If the employee refuses, those offered hours still count in moving the employee to their average bi-weekly hours. Two refusals of alternate assignments results in the employee being removed from the priority placement list.
- Once a designated employee on the priority placement list reaches his/her average bi-weekly hours in a bi-weekly period their name is removed from the priority placement list.

5. ~~Post~~ contract service date protocol:

The ~~pre~~ contract service protocol will apply except ~~as~~ modified below.

- The definition of designated employee is changed to mean ~~an~~ employee employed in a designated district whose bi-weekly hours falls below his/her average bi-weekly hours in a bi-weekly pay period only ~~as~~ a direct result of contracting out.
- The designated employee will be placed on the priority placement list.
- The employer commits to restoring the hours of the designated employees up to their average bi-weekly hours within the next bi-weekly period.
- Hours lost for any other reason are not replaceable by this protocol.
- All hours offered under this protocol will count towards making up the shortfall of hours whether or not they are accepted by the designated employee.
- When a designated employee reaches their average bi-weekly hours and/or is offered hours equivalent to that level, the employee's name is removed from the priority placement list and the employee may access hours through the additional hours list in accordance ~~with~~ the collective agreement.

6. General

Designated employees may be offered assignments outside the city on a voluntary basis ~~and~~ those hours if accepted will count for the purposes of the protocols but if ~~refused~~ will not count towards removal of the employee ~~from~~ the priority placement list.

LETTER OF INTENT

**SUBJECT HOME CARE ATTENDANT SERVICES IN RURAL AND
NORTHERN MANITOBA**


Subject to paragraph 2, during the life of the Home Care Attendants Collective Agreement the Province confirms that all home care attendant services in rural and northern Manitoba will continue to be delivered by home care staff covered by this collective agreement.

In undertaking this confirmation the Province reserves the right to contract home care attendant services in rural and northern Manitoba on a periodic and episodic basis where such services cannot be provided by existing staff.

The Province will provide ninety (90) days' notice to the Union prior to any transfer of responsibility for the management and direction of Home Care Attendant services to a regional health authority.

This letter shall be attached to and form part of the collective agreement. This letter of intent shall expire on March 29, 1998.

July 8, 1996
Date


On Behalf of the Employer

MEMORANDUM OF AGREEMENT

SUBJECT: HOURS OF WORK

Notwithstanding Article 14 - **Hours** of Work and no **guarantee of** hours **to** employees covered by the collective agreement, the Employer agrees **to** continue to provide forty **(40)** hours work per week to the following employees:


Troy Bailey
Curt Penniston

~~Darry~~ Sebastian
~~Norman~~ Tkachyk


And sixty-five hours work per bi-weekly to the following employee:

Anita Lewis

This Memorandum of Agreement shall be effective up **to** and including March 28, 1998. Effective March 29, 1998 the Employer shall no longer be obligated to provide hours of work **in** accordance ~~with~~ **this** Memorandum of Agreement.



For the Union



For the Employer



Date

