

COMMUNITY SUPPORT Collective Agreement

between

The Burntwood Regional Health Authority

of the first part

- and -

The Manitoba Government Employees' Union
(hereinafter referred to as the Union),

of the second part

THIS AGREEMENT made this day of , 2000.

WITNESSETH: That for the purpose of promoting co-operation and understanding between the Regional Health Authority and its employees affected hereby, and to recognize the mutual value of joint discussions and negotiations with respect to compensation for employees, including the establishment of pay ranges for new classes of employees and the adjustment from time to time of pay ranges for existing classes of employees and working conditions of employees, the parties hereto agree as follows:

10310 (03)

The Collective Agreement provides the terms and conditions respecting:

Part A Applicable to All Members of the Bargaining Unit

**Part B Home Care Attendants
Home Support Workers**

Part C Mental Health Proctors

Part D All other employees covered in MLB #5496

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Part A

The following Articles are applicable to all members
of the Bargaining Unit.

ARTICLE a1 - INTERPRETATION

A1:01 In this Agreement, unless the context otherwise requires, the expression:

“**Employee**” means a person employed in a position in the bargaining unit.

“**Increment**” means the amount provided as a rate of increase in the applicable salary 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 dates.

“**Mutatis Mutandis**” means with the necessary changes of detail or with the necessary modifications.

“**Union**” means the Manitoba Government Employees’ Union.

A1:02 Wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter where the context *so* admits or requires and the converse shall hold **as** applicable.

ARTICLE A2 – RECOGNITION

A2:01 The Employer recognizes the Manitoba Government Employees’ Union as the sole and exclusive bargaining agent for all employees as defined in the Manitoba Labour Board Certificate **No. 5496** save and except those excluded by the Act.

A2:02 This Agreement shall apply to all employees employed by the Regional Health Authority in classifications listed in the salary schedule which is attached to and forms part of this Agreement.

A2:03 The terms of this Agreement shall not apply to:

- (a) any employees represented by a recognized bargaining agent and covered by another collective agreement; and
- (b) casual employees

A2:04 It **is** agreed by both parties that during the terms of this Agreement there shall be no strikes, lockouts, stoppage of work, or slow down and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article A21 hereof.

ARTICLE A3 – DURATION OF AGREEMENT

A3:01 This Agreement shall be effective from;

- a) March 28, 1998 Home Care Attendants/Home Support Workers/Mental Health Proctors

b) March 25, 2000 Former Civil Service
and shall continue in effect up to and including March 31, 2002.

A3:02 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 expiration 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. During the period to negotiate a renewal and/or revision of this Agreement, this Agreement shall remain in full force and effect without change.

A3:03 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 A4 – MANAGEMENT RIGHTS

A4:01 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.

A4:02 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 A5 – PAY

A5:01 Employees shall be paid their current hourly rate for all hours worked in their classification contained within this Collective Agreement.

A5:02 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 play 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 A6 - MERIT INCREASE

A6:01 “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.

A6:02 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.

A6:03 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.

A6:04 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.

A6:05 Where an employee has not accumulated one thousand (1,000) hours in accordance with A6:04, he shall be eligible for a merit increase review upon the completion of one thousand (1,000) regular hours.

A6:06 Where an employee is granted a merit increase in accordance with A6:05:

- (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.

A6:07 Where an employee is promoted, 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 A6:04.

A6:08 **APPLICABLE TO CLASSIFICATIONS OTHER THAN MENTAL HEALTH PROCTOR 1, 2, 3, HCA 1, HCA 2 AND HSW**

Where a merit increase is not granted to an employee on the employee's anniversary date:

- (a) the employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increase was denied;
- (b) the merit increase may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date. The effective date for such a merit increase shall be the first day of the bi-weekly pay period which includes the subsequent monthly anniversary date referred to;
- (c) the employee may file a grievance at Step 2 of the grievance procedure. No grievance may be initiated where a merit increase is not granted to an employee under A6:08(b);
- (d) the employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under A6:08(b).

A6:09 **APPLICABLE TO MENTAL HEALTH PROCTORS 1, 2, 3, HCA 1, HCA 2 AND HSW**

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 Program Manager/Director. The decision of the Program Manager/Director shall be final.

A6:10 APPLICABLE TO MENTAL HEALTH PROCTORS 1, 2, 3, HCA 1, HCA 2 AND HSW

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 A7 – NO DISCRIMINATION

A7:01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practised with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, political or religious affiliation, sexual orientation, membership in the Union or activities in the Union.

article A8 - DISCIPLINARY ACTION

A8:01 An employee shall only be disciplined for just cause.

A8:02 A hearing may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a representative present.

ARTICLE A9 – RESIGNATIONS

A9:01 An employee wishing to resign shall provide the Regional Health Authority with a written notice of resignation which shall specify the last day upon which the employee will perform the employee's regular duties.

A9:02 The effective date of a resignation shall be the last day upon which **an** employee is present at work and performs the employee's regular duties.

A9:03 Subject to A9:04, **A9:05** and **D37:01**, where the last day on which an employee who has submitted a notice of resignation performs the employee's 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 the employee's service on that Friday **and** shall be eligible for holiday pay for that Friday.

A9:04 Subject to **D37:01** 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

Regional Health Authority.

A9:05 *An* employee may, with the approval of the Regional Health Authority, withdraw the notice of resignation at any time before the resignation becomes effective.

ARTICLE A10 – EMPLOYEE FILES

A10:01 Upon the written request to the Employer, the personnel file of **an** employee, shall be made available for that 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.

A10:02 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 A11 – PATERNITY LEAVE

A11:01 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.

A11:02 **APPLICABLE TO MENTAL HEALTH PROCTORS 1, 2, 3, HCA 1, HCA 2 and HSW**

Paternity leave shall be calculated by multiplying eight (8) hours times the pro-rating factor.

ARTICLE A12 – ADOPTIVE PARENT LEAVE

A12:01 *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.

A12:02 **APPLICABLE TO MENTAL HEALTH PROCTORS 1, 2, 3, HCA 1, HCA 2 and HSW**

Adoptive parent leave shall be calculated by multiplying eight (8) hours times the pro-rating factor.

ARTICLE A13 – PARENTAL LEAVE

A13:01 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.

A13:02 An employee who qualifies under A13:01 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.

A13:03 *An* employee who qualifies in accordance with A13:01 and A13:02 is entitled to Parental Leave without pay for a continuous period of up to seventeen (17) weeks.

A13:04 Subject to A13:05, 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.

A13:05 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.

article A14 - RIGHTS OF STEWARDS

A14:01 “**Steward**” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

A14:02 The Employer recognizes the Union’s right to select stewards to represent employees.

A14:03 The Union agrees to provide the Employer with a list of stewards and any subsequent changes for each work location. The Union shall provide appropriate identification for stewards.

A14:04 Stewards and employees shall not conduct Union business during their working time.

article A15 - TECHNOLOGICAL CHANGE

A15:01 The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.

A15:02 The provisions of this Article are intended to assist employees affected by technological change and Sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

ARTICLE A16 – CIVIL LIABILITY

- A16:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, 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 the employee shall advise the Employer 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 provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee;
 - (d) Upon the employee notifying the Employer in accordance with A16:01(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 A17 – COURT LEAVE

- A17:01** 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 Regional Health Authority.

ARTICLE A18 – UNION SECURITY

- A18:01** 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.
- A18:02** The Employer shall forward to the Union the amount of the dues deducted under A18:01 above on a **bi-weekly** basis per each applicable **bi-weekly** pay period system.
- A18:03** 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.

A18:04 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.

A18:05 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.

A18:06 The Employer will provide the Union with a monthly list of names and work locations of all new hires and terminations

ARTICLE A19 - LABOUR MANAGEMENT COMMITTEE

A19:01 A Labour Management Committee will be established and maintained in the Regional Health Authority. This Committee shall consist of no more than three (**3**) representatives of the Regional Health Authority and three (**3**) representatives of the Union. Except by mutual agreement the Committee shall meet quarterly for the purpose of discussing issues relating to the workplace which affect the parties.

A19:02 The Committee may make recommendations to the Union and the Regional Health Authority with respect to its discussions and conclusions, but shall not have jurisdiction over wages, or any matter of the Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Regional Health Authority and it does not have the power to bind either the Union or its members or the Regional Health Authority to its discussions or conclusions.

A19:03 The Committee shall have two 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 the discussions of the committee.

ARTICLE A20 - UNION BUSINESS

A20:01 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 the employee's 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 Human Resource Department.

- (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 Regional Health Authority one hundred percent (100%) of the wages paid to such employees during the approved absence.
 - (d) All approved Union leave for Proctors, Home Care Attendants and Home Support Workers shall be processed for wage recovery plus benefit costs according to the employee's previously scheduled hours with the time recorded as seniority and service for all benefits.
- A20:02** (a) 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.
- (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 A20:01(c) or A20:01(d).
- A20:03** 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 A21 - GRIEVANCE PROCEDURE

- A21:01** A grievance shall be defined as any dispute arising out of interpretation, application or alleged violation of the agreement.
- A21:02** 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 or 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.
- A21:03** Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off without loss of pay to meet with the Employer for the purpose of processing grievances. Such permission shall not be unreasonably withheld.
- A21:04** Within twenty-one (21) days after the cause of a grievance occurs the grievor shall attempt to resolve the dispute with her immediate supervisor. In the event of a

grievance originating while an employee is on approved leave of absence from work such grievance must be lodged within fourteen (14) days of return.

- A21:05** Following the meeting with the immediate supervisor, the grievor and the Union representative may, within seven (7) days submit the grievance in writing to the Program Manager/Director. (Step 1).
- A21:06** Failing settlement of the grievance within seven (7) days after submission under Article A21:05, the Union may within the ensuing ten (10) days submit the grievance in writing to the Chief Administrative Officer who shall, within seven (7) days after the receipt of the grievance, render a decision in writing. (Step 2).
- A21:07** An employee claiming to be discharged or suspended without just cause may submit a grievance directly to the Chief Administrative Officer or designate. (Step 2).
- A21:08** 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 Chief Administrative Officer or designate.
- A21:09** An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.

article A22 - GRIEVANCE/ARBITRATION PROCEDURE
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- A22:01** Within ten (10) days after receiving the Chief Administrative Officer or designate's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing. Union approval is required to submit any grievance to arbitration.
- A22:02** Unless both parties agree to a sole arbitrator within seven (7) days following the matter being referred to arbitration, each party shall in the next seven (7) days give notice to the other party in writing naming its nominee to the arbitration board.
- A22:03** The parties hereto agree that an employee of the Regional Health Authority and a staff member of the Manitoba Government Employees' Union shall not be eligible for appointment as a member of the Arbitration Board or to act as a member of the Arbitration Board.
- A22:04** The two named members of the board shall within ten (10) days name a third member of the board who shall be chairperson.
- A22:05** In the event of a failure to agree to a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- A22:06** The arbitration board or the sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of the agreement or to modify or amend any portion of this agreement.

- A22:07** The Board shall determine its own procedures but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the differences or allegations and render a decision within ten (10) days from the time it holds its final meeting.
- A22:08** 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.
- A22:09** Within five (5) days of 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) days the board of arbitration or the sole arbitrator shall reconvene to clarify the decision.
- A22:10** Expenses of the Board.
- Each party shall pay:
- (a) The fees and expenses of the arbitrator it appoints,
 - (b) One half the fees and expenses of the chairperson or sole arbitrator.
- A22:11** Nothing in this agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- A22:12** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.
- A22:13** For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.
- A22:14** Employees who are subpoenaed to appear at an arbitration hearing related to this collective agreement shall be given necessary time off work. The party, which called him/her either the Employer or MGEU, shall be responsible for compensating him or her for any salary which would otherwise be lost.

article A23 - SEXUAL HARASSMENT
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- A23:01** The parties recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace.
- A23:02** Where an employee is of the opinion that the employee has been or is being sexually harassed by another employee, the employee may forward a written complaint directly to the Human Resources Director/Manager. The complaint shall be marked "Personal and Confidential".

ARTICLE A24 - BENEFITS

- A24:01** Employees transferred to the RHA from the Civil Service shall continue to be covered by the Civil Service Benefit Plans and the Superannuation Plan.
- A24:02** Employees hired after April 1, 1997, employed in classifications covered by Part D of this Agreement, shall be in receipt of benefits from the Health Employees Benefit Plans (HEBP). They will also be eligible to participate in the Health Employees Pension Plan (HEPP).
- A24:03** Home Care Attendants, Home Support Workers and Mental Health Proctors shall be in receipt of benefits from the Manitoba Home Care Employees Benefit Trust Fund. Employees in those classifications will be eligible to participate in the Home Care Pension Plan.

ARTICLE A25 - HEALTH & SAFETY
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- A25:01** The Employer shall in accordance with the objects and purposes of the Workplace Safety and Health 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.
- A25:02** 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.
- A25:03** A representative from the bargaining unit will represent the bargaining unit members on the Regional Health Authority Health and Safety Committee.
- A25:04** The Employer and the Union agree that "violent or aggressive behaviour" shall not be condoned in the workplace and is further agreed that both parties will work together in recognizing and resolving such problems should they arise.
- (a) When the Employer is aware that a client has a history of aggressive behaviour the Employer will make such information available to employees who provide service to those clients.
 - (b) Where such a program does not exist, the Employer shall develop an aggressive client conduct program. Prior to implementing such a program the Employer shall receive a recommendation from the Health and Safety Committee. Such a program will include instruction and dissemination of information.

A25:05 The Employer shall provide information and preventative measures for those employees in contact with known infectious diseases where medically necessary to protect the employee and other clients.

A25:06 **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.

A25:07 Where the employee refuses to work under Article A25:06 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.

A25:08 The immediate supervisor in conjunction with the appropriate authorities will ensure that the employee is not required to continue working under dangerous conditions.

Part B

Home **Care** Attendants/Home **Support** Workers

ARTICLE B1 - INTERPRETATION

B1:01 In this Agreement, unless the context otherwise requires, the expression:

“Accumulated Service” means an employee’s regular hours worked in a classification covered by the terms and conditions of the Collective Agreement.

“Additional Hours List” is a listing maintained by the Resource Coordinator or Scheduling Clerk of employees who have requested to work additional hours.

“Assignment List” is a listing maintained by the Resource Coordinator or Scheduling Clerk of employees by classification whose hours of work have been reduced by more than twelve (12) hours in a bi-weekly pay period.

“Interruption of Work” means the reduction of an employee’s hours of work.

“Promotion” means a change of employment from one (1) classification to another having a higher hourly rate.

“Temporary Lay-off” means the reduction of an employee’s hours of work, such that the employee no longer has any work.

ARTICLE B2 – HOURS OF WORK

B2:01 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.

- B2:02**
- (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.

B2:03 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.

B2:04 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 and shall also be placed on an Additional Hours List that is available to all Resource Coordinators within the employee’s assigned office or district, for their community area, whichever is applicable.

B2:05 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.

- B2:06** Notwithstanding B2:02 and B2:03, 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.
- B2:07**
- (a) Employees may be required to work split shifts.
 - (b) An employee required to work a split shift shall receive a premium of \$4.50 per shift.
 - (c) The premium referred to in B2:07(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".
- B2:08** 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.
- B2:09** Where an employee is requested to remain with the client during the meal period, such time shall form part of the work schedule.
- B2:10** 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.
- B2:11** Procedures for Administration of B2:04
- (a) An employee's average bi-weekly hours of work as referenced in B2:04 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 B2:11(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 B2:11(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.
- B2:12** 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.
- B2:13** For greater certainty with regard to the interpretation of B2:02, B2:03 and B2:06 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 B3 – SPECIAL UNDERSTANDING

HCA1, HCA2, HSW

- B3:01** “Regular Scheduled Hours of Work”: means the Employer provides a commitment to assign the employee for a determined number of hours over a bi-weekly period. In return the employee is committed to work these hours during the bi-weekly pay period.
- B3:02** The parties to this agreement recognize the uniqueness of the Home Care Program and recognize the need for Regular Scheduled Hours of Work to assist in providing quality care.
- B3:03** Regular Scheduled Hours of Work provide a minimum of 60 hours bi-weekly, determined by the Employer and assigned by the Resource Coordinator. Additional hours to a maximum of 80 hours bi-weekly may be assigned to employees working regular hours of work subject to operational requirements.

Except by mutual agreement between the Employer and the employee:

- (a) Regular Scheduled Hours of Work shall be assigned over ten (10) working days during a bi-weekly period.
 - (b) Regular scheduled hours shall not exceed eight (8) hours of work in a ten (10) hour period.
 - (c) Alternate weekends off shall be granted as often as is reasonably possible with each employee receiving a minimum of every third weekend off.
 - (d) An employee shall not be scheduled to work more than six (6) consecutive days.
- B3:04** In order to be considered for Regular Scheduled Hours of Work the employee must apply in writing, specifying their availability and preference for hours of work.
- B3:05** Where an employee with Regular Scheduled Hours of Work is unable to complete their assignment due to client circumstances they may be reassigned other work within the biweekly pay period in accordance with B3:03.

If they cannot be reassigned they will 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, and
 - (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 (3) hours whichever is greater.
- B3:06** Due to unforeseen circumstances if the Employer is unable to maintain the employee’s Regular Scheduled Hours of Work the Employer shall provide two weeks notice, without loss of pay for the minimum Regular Scheduled Hours of Work (sixty (60) hours biweekly) or payment in lieu of notice and the employee shall be placed on the

assignment list. Verbal notice shall be followed by written notice to the employee with a copy of the notice forwarded to the Union.

- B3:07** Employees whose hours have been reduced due to the application of B3:06 shall be given first consideration for new assignment to Regular Scheduled Hours of Work subject to B3:03.
- B3:08** The terms of the Collective Agreement apply to employees with Regular Scheduled Hours of Work except for B2:02(a), B2:03, B2:06, B2:13 and B9:01.

ARTICLE B4 – ALLOCATION OF WORK

- B4:01** The parties recognize the unique role of the Home Care Attendant and the Home Support Worker in providing individualized care in the homes of clients.
- B4:02** Notwithstanding B4:01, the Resource Coordinator shall provide first consideration for new assignments to employees on the Assignment List by classification.
- B4:03** Where no suitable employee is available on the Assignment List, the Resource Coordinator shall review the Additional Hours List for a suitable employee.
- B4:04** 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.
- B4:05** 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.
- B4:06** The decision of the Program Supervisor / Manager shall be final and binding for any grievance filed regarding allocation of work.
- B4:07** 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 B5 – PROBATION

- B5:01** 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 or six (6) calendar months whichever occurs first. The Employer may extend the probationary period up to an additional three hundred and twenty (320) regular hours of work provided the Employer gives notification to the union.
- B5:02** 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 Chief Administrative Officer or designate 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.

B5:03 Subject to B5:02 the rejection on probation of **an** employee is neither grievable nor arbitrable.

ARTICLE B6 – OVERTIME

B6:01 An employee required to work in excess of eight **(8)** hours per day shall be paid the rate of time and one-half (1 1/2) for all overtime worked.

B6:02 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.

B6:03 Overtime shall be compensated by paying the employee for all time worked at the applicable rate.

ARTICLE B7 – STAND-BY

B7:01 For the purposes of this Article, stand-by duty shall be any period of twelve (12) consecutive hours.

B7:02 (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.

(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.

B7:03 An employee designated for stand-by must be available in a manner approved by the Employer during this period of stand-by and must return for duty immediately.

B7:04 Notwithstanding the number of call outs during the period of stand-by, **an** employee called back to work from stand-by 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 B6.

B7:05 For purpose of interpretation of Article B7:02 half or more hours must be designated on the said day in order that the employee shall be eligible for the higher rate.

ARTICLE B8 – SENIORITY

B8:01 “Seniority” is defined as an employee’s accumulated regular hours worked in a classification under the terms and conditions of this collective agreement.

B8:02 Notwithstanding **B8:01**, seniority shall also accrue during periods of:

- (a) Absence on approved Workers Compensation up to one (1) year;
- (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 E.I. sick leave;
- (g) During periods of Manitoba Public Insurance income replacement up to one (1) year.

B8:03 The periods of absence referred to in **B8:02** shall be multiplied by the employee’s prorating factor in order to determine the number of hours of accrued seniority. Seniority shall be calculated under **B8:02 d)** in accordance with the employee’s vacation accrual rate under **B12:02**.

B8:04 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.

B8:05 Seniority lists shall be revised annually and shall be posted in the district offices. A copy of the Seniority list shall be provided to the Union.

ARTICLE B9 – LAY-OFF

B9:01 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.

B9:02 **When** a temporary lay-off, or interruption of work in accordance with **B2:04** occurs, the employee’s name shall be placed on the Assignment List by classification.

B9:03 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 by classification.

B9:04 Where work becomes available employees shall be offered assignments in accordance with Article B4 - Allocation of Work.

B9:05 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.

B9:06 Where a permanent lay-off takes place as per B9:05, severance pay shall be paid where applicable in accordance with Article B10 - Severance Pay.

ARTICLE B10 – SEVERANCE PAY

B10:01 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 amount of severance pay shall not exceed fifteen (15) weeks’ pay.

B10:02 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.

B10:03 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.

B10:04 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.

B10:05 For purposes of interpretation, one (1) week’s pay shall equal forty (40) hours pay.

ARTICLE B11 – HOLIDAYS

B11:01 The following are recognized holidays:

- | | |
|--|--|
| (a) New Years Day | (g) Labour Day |
| (b) Good Friday | (h) Thanksgiving Day |
| (c) Easter Monday | (i) Remembrance Day |
| (d) Victoria Day | (j) Christmas Day |
| (e) Canada Day | (k) Boxing Day |
| (f) Civic Holiday
(first weekend in August) | (l) Any other holiday proclaimed
by Federal or Provincial Statute |

B11:02 An employee shall be eligible to be paid time and one-half (1 1/2X) for all hours

worked on a holiday listed in B11:01.

B11:03 An employee shall be eligible to receive holiday pay calculated by multiplying the employee's pro-rating factor by eight (8) hours.

B11:04 Subject to operational requirements, employees shall be granted time off for either Christmas Day or New Year's Day.

ARTICLE B12 – VACATION

B12:01 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.

B12:02 Effective the 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 m u m .
- (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 m u m .
- (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.

B12:03 Vacation credits as referred to in B12:02 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.

B12:04 For purpose of this Article a year of accumulated service shall be two thousand and eighty (2,080) regular hours worked.

B12:05 Accrued vacation shall be paid to the employee following the vacation year in which it was earned and such accrued vacation shall only be paid out once per vacation year.

B12:06 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.

B12:07 Upon return from a leave of absence for vacation purposes the Employer if reasonably possible, shall assign the employee to the same schedule with the same number of hours as they were assigned prior to their leave.

ARTICLE B13 – BEREAVEMENT LEAVE

- B13:01** *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 the employee's immediate family. Such days may be taken only in the period which extends from the day of death up to and including the day following interment or three (3) days following the death whichever is greater.
- B13:02** For purposes of granting a bereavement leave immediate family is defined as father, mother, brother, sister, spouse, step-parent, child or ward of the employee, or relative permanently residing in the employees household or with whom the employee permanently resides.
- B13:03** 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.
- B13:04** 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.
- B13:05** 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.
- B13:06** Bereavement leave shall be calculated by determining the number of days an employee would be eligible and multiplying by the pro rating factor.

ARTICLE B14 - MATERNITY LEAVE

- B14:01** Every pregnant employee:
- (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 date 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 date 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.

- B14:02** Sections 36(1) through 36(11) inclusive of the Employment Standards Act respecting Maternity Leave shall apply “mutatis mutandis.”
- B14:03** 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.
- B14:04** 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.

ARTICLE B15 – WORKERS COMPENSATION

- B15:01** 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.
- B15:02** Where an employee is injured on the job and 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.
- B15:03** 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 B16 – BRIDGING OF SERVICE
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- B16:01** 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 B17 – UNIFORMS AND PROTECTIVE CLOTHING

- B17:01** 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.
- B17:02** 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.
- B17:03** Notwithstanding any other provision of this Agreement, where in 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 2 shall be final for such grievances.

ARTICLE B18 – TRANSPORTATION

- B18:01** (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. 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.
- (b) The Employer shall reimburse the employee for any distance travelled:
- i) greater than eight (8) kilometers to the first work assignment;
 - ii) greater than eight (8) kilometers to home from the last work assignment.
- B18:02** Where bus transportation is approved for travel between work locations employees shall be reimbursed transit expenses and travel time as per B2:02 (b).
- B18:03** 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.
- B18:04** Where an employee's work related travel requires business insurance, such an employee shall be reimbursed the cost of adding business insurance.

ARTICLE B19 – TRAINING

- B19:01** Employees required by the Employer to attend a training course shall be paid at their regular hourly rate for all classroom hours.
- B19:02** Where an employee incurs transportation costs to attend training courses he shall be reimbursed in accordance with B18.
- B19:03** Where the Employer requires an employee classified at the HCAI level to take the HCA

training course at Red River Community College, Keewatin Community College, Assiniboine Community College or any other HCA training Course approved by the Employer, then the employee shall be entitled to the benefits under Article B19 - Training.

- B19:04** Where an employee successfully completes an Employer approved HCA training course the employee shall be eligible for a promotion to the HCA 2 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.
- B19:05** 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.
- B19:06** Staff will be advised of Employer sponsored specialized training opportunities and other in services as they are made available.

ARTICLE B20 – EDUCATIONAL DEFERRED SALARY LEAVE PLAN (EDSLP)

The parties hereto agree that the following conditions shall apply to the implementation and operation of the Educational Deferred Salary Leave Plan.

- B20:01** The EDSLPL is self-sustaining and the Employer shall not incur any costs whatsoever as a result of participating in the plan.
- B20:02** That the plan complies in all respects with all Revenue Canada guidelines.
- B20:03** MGEU shall save the Employer harmless from any claims whatsoever from any participants enrolled in the EDSLPL which may result from the non remittance of monies collected in accordance with the plan nor for any short falls in the fund from time to time required to be paid to any of the participants in the plan. It is agreed remittance of all monies to the plan, in trust, is to be forwarded monthly to the carrier of the plan in trust.
- B20:04** Each request for a Leave of Absence (LOA) under EDSLPL will be reviewed on an individual basis and will be granted if reasonably possible depending upon operational requirements.
- B20:05** Request for a LOA under EDSLPL shall include a description of the course of studies to be approved, the duration of the program, and the name of the institution, and shall be submitted in writing to the applicable Program Manager/Director with final approval being the responsibility of the Chief Administrative Officer or designate.

PURPOSE:

The purpose of the EDSLPL is to establish a salary deferral payment whereby an employee of the Regional Health Authority can fund through a deferral of their

salary an Educational Leave of Absence. A return service commitment by the employee, equal to the period of the leave of absence is required.

Contributions:

1. An employee may elect to defer not less than 10% and not more than 33 1/3% of his/her **gross** regular bi-weekly earnings for up to five (5) consecutive calendar years for the purpose of funding **an** Educational Leave of Absence commencing immediately after the end of the deferral period.
2. The Deferred Salary Leave of Absence shall be for a period not less than six (6) continuous months and not for more than twelve (12) continuous months commencing immediately after the end of the deferral period. Due to operational requirements or at the employee's request the leave may be postponed for up to twelve (12) months provided six (6) months written notice is given. In any event the leave must commence no later than six (6) years after the date which salary deferrals for the leave commence.
3. During the period of leave the employee shall not receive any salary or wages other than his or her deferred salary from the Regional Health Authority or from any other person or partnership with whom the Authority does not deal with arm's length. Accordingly the leave is deemed to be a leave of absence without pay for the purpose of all relative provisions of the Collective Agreement.
4. Where applicable, continuation of employee benefits is the responsibility of the employee in accordance with the individual Plan(s) text.
5. Prior to the commencement of the leave the employee shall sign **an** agreement with the Authority certifying that he/she intends to return to the employ of the Authority for a period of at least equal to the period of leave.
6. Upon return from the deferred salary leave the Employer shall make every reasonable effort to assure that the employee is placed in the same occupational classification and at the same step in the pay range held prior to the leave of absence.
7. EDSLP funds shall be retained in the employee's name in a trust account with the Buffalo Credit Union in Winnipeg. Accrued interest shall be paid in each taxation year at a rate agreed to between the Regional Health Authority and the Buffalo Credit Union. Such rate to be reviewed annually. In the event the employee does not take the leave of absence as outlined in this Memorandum of Agreement, all amounts held in the trust account for his or her benefit shall be paid to him/her in the first taxation year that commences after the deferral period.
8. The plan shall become effective upon its approval as **an** EDSLP by Revenue Canada.

B21:01 For each hour worked between 0001 hours on a Saturday and 2400 on the following Sunday a Weekend Premium of fifty cents (\$0.50) per hour effective date of signing (sixty cents [\$0.60] per hour effective April 1, 2000; seventy cents [\$0.70] per hour effective April 1,2001) will be paid.

ARTICLE B22 - REMOTENESS ALLOWANCE

B22:01 The Employer shall provide Remoteness Allowance to employees in accordance with Appendix "E" attached hereto. Any changes to Remoteness Allowance rates in the Government Employees' Master Agreement shall apply during the life of this Agreement.

B22:02 Remoteness Allowances shall be paid to employee;

- (a) For the classifications of HSW, HCA1, HCA2 and Proctor 1, 2, 3, it shall be the hourly rates as stated and paid for all straight time hours worked.

ARTICLE B23 -- CONTRACTING OUT

B23:01 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 re-deployment opportunities.

ARTICLE B24 - RECRUITMENT AND PROMOTION

B24:01 Employees in the above classifications who indicated their interest in writing to obtaining employment in the classifications of HCA 1, HCA 2, HSW, Mental Health Proctors 1, 2 and 3 shall be given consideration for any available opportunity in the requested classification.

ARTICLE b25 - AMENDMENTS TO THE PAY PLAN

B25:01 Where the Employer established 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.

B25:02 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 A22. The Arbitration Board shall be expressly confined to the sole issue of determining the salary range for the new classification.

ARTICLE B26 - DISCIPLINARY ACTION

B26:01 Where disciplinary action has been taken, the employee shall be advised, in writing, of the disciplinary action.

B26:02 An employee may grieve disciplinary action in accordance with the Grievance Procedure.

B26:03 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 B27 - RIGHTS OF STEWARDS

B27:01 Where a Steward considers that an urgent complaint requires immediate investigation, he shall notify the Union office in order that a staff representative may be assigned to the matter.

B27:02 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 B28 - TECHNOLOGICAL CHANGE

B28:01 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 B29 - COURT LEAVE

B29:01 A Proctor, Home Care Attendant or Home Support Worker, on court leave in accordance with A17:01, shall be paid the number of days of court leave granted times the employee's pro-rating factor.

B29:02 An employee shall only be eligible for payment in accordance with B29:01 provided the employee's work assignments would have remained unchanged had the employee not been absent on court leave.

ARTICLE B30 - PROBATION

B30:01 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 or six (6) calendar months whichever occurs first. The Employer may extend the probationary period up to an additional three hundred and twenty (320) regular hours of work provided the Employer gives notification to the Union.

B30:02 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 Chief Administrative Officer or designate 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.

B30:03 Subject to B30:02 the rejection on probation of an employee is neither grievable nor arbitrable.

MEMORANDUM OF AGREEMENT

SUBJECT: 24 HOUR LIVE IN AND 12 HOUR OVERNIGHT SHIFTS - "A"

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.

1. Employees covered by the Agreement are not required to work 12 Hour Overnight ~~Shifts~~ or 24 Hour Live-In Shifts.
2. **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.
3. 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.
4. 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.

5. 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 B2:04 of the Agreement.

For the Employer

For the MGEU

Date

MEMORANDUM OF AGREEMENT

SUBJECT: 24 HOUR LIVE IN AND 12 HOUR OVERNIGHT SHIFTS -- "B"

Notwithstanding the original Memorandum "A", the parties agree to meet to discuss the relevant issues with the 12 and 24-hour shifts in order to comply with the Employment Standards Act.

For the Employer

For the MGEU

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
PRECEDING TWO FULL BI-WEEKLY PAY PERIODS**
DIVIDED BY 160

eg. 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 Employer

For the MGEU

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.

The contributions will be based on the employees employed in the following classifications:

Home Care Attendants (HCA1 and HCA2)
Home Support Workers
Mental Health Proctors (1, 2, and 3)

For the Employer

For the MGEU

Date

MEMORANDUM OF AGREEMENT

SUBJECT: PENSION PLAN

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%

Employee Contribution
3%

The contributions will be based on the employees employed in the following classifications:

- Home Care Attendants (HCA1 and HCA2)
- Home Support Workers
- Mental Health Proctors (1, 2, and 3)

For the Employer

For the MGEU

Date

MEMORANDUM OF AGREEMENT

SUBJECT: ANNIVERSARY DATES

Notwithstanding Article A6:02, and subject to A6:06 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 Employer

For the MGEU

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 B2:08).
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 Employer

For the MGEU

Date

MEMORANDUM OF AGREEMENT

SUBJECT: SELECTION PROCESS FOR EMPLOYEES ASSIGNED TO REGULAR SCHEDULED HOURS OF WORK

The Employer and the Union recognize the desirability and importance of developing a selection process for employees assigned to Regular Scheduled Hours of Work status.

The parties agree that within ten (10) working days of the signing of this agreement a Provincial Task Force with equal representation from the Employer and the Union will be established to undertake discussion on the development of a selection criteria and a selection process for employees assigned to Regular Scheduled Hours of Work.

The Task Force shall meet to commence discussions within thirty (30) days of being formed.

For the Employer

For the MGEU

Date

MEMORANDUM OF AGREEMENT

SUBJECT: Vacation Pay

Notwithstanding the provisions of Article B12:05 the parties agree to review/discuss the issue of payment of vacation pay prior to the implementation of a new payroll system.

For the Employer

For the MGEU

Date

MEMORANDUM OF AGREEMENT

SUBJECT: Central Negotiations/Regional Health Authority

Notwithstanding Article A20:02(a), the parties agree that where participation is required in Central Bargaining with a Regional Health Authority the Employer agrees to maintain the salary of one (1) employee representative to bargain at the Central Table.

For the Employer

For the MGEU

Date

Part C

Mental Health Proctors

ARTICLE C1 - INTERPRETATION

C1:01 In this Agreement, unless the context otherwise requires, the expression:

- (a) **“Accumulated Service”** means an employee’s regular hours worked in a classification covered by the terms and conditions of the Collective Agreement;
- (b) **“Interruption of Work”** means the reduction of an employee’s hours of work;
- (c) **“Promotion”** means a change of employment from one classification to another having a higher hourly rate.
- (d) **“Temporary Lay-off”** means the reduction of an employee’s hours of work, such that the employee no longer has any work.

ARTICLE C2 - HOURS OF WORK

C2:01 Hours of work shall be assigned by the Employer. The Employer shall only pay for hours worked. Any changes to the current practice of assigning hours of work shall be discussed with the Union prior to implementation.

C2:02 The current practice of scheduling of hours will be maintained.

C2:03 Time spent travelling between consecutive and continuous work assignments is considered work time.

C2:04 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.

C2:05 An employee who wishes to work additional hours beyond his present schedule shall notify his Resource Co-ordinator.

C2:06 Notwithstanding C2:01 and C2:03, 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.

ARTICLE C3 - ALLOCATION OF WORK
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C3:01 The parties recognize the unique role of the Proctor in providing individualized care in

the homes of clients.

- C3:02** 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 Co-ordinator. The final determination on the allocation of work is the right of the Employer.
- C3:03** 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.
- C3:04** The decision of the Program Supervisor/Manager shall be final and binding for any grievance filed regarding allocation of work.

ARTICLE C4 - OVERTIME

- C4:01** 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.
- C4:02** **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.
- C4:03** Overtime shall be compensated by paying the employee for all time worked at the applicable rate.

ARTICLE C5 - PROBATION

- C5:01** 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 or six (6) calendar months whichever occurs first. The Employer may extend the probationary period up to an additional three hundred and twenty (320) regular hours of work provided the Employer gives notification to the Union.
- C5:02** **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 Chief Administrative Officer or designate 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.
- C5:03** Subject to C5:02 the rejection on probation of an employee is neither grievable nor arbitrable.

ARTICLE C6 - SENIORITY

- C6:01** "Seniority" is defined as **an** employee's accumulated regular hours worked in a classification under the terms and conditions of this Collective Agreement.

C6:02 Notwithstanding C6:01, seniority shall also accrue during periods of

- (a) absence on approved Workers Compensation up to one (1) year;
- (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 E.I. sick leave.
- (g) during periods of Manitoba Public Insurance income replacement up to one (1) year.

C6:03 The periods of absence referred to in C6:02 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 C6:02(d) in accordance with the employee's vacation accrual rate under C10:02.

C6:04 An employee will lose all seniority when the employee:

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

C6:05 Seniority lists shall be revised annually and shall be posted in the district offices. A copy of the Seniority list shall be provided to the Union.

ARTICLE C7 - LAY-OFF

C7:01 The Employer agrees to provide Proctors with two (2) weeks notice of Proctor contract terminations and/or reduction in contracted hours.

C7:02 The Employer agrees that Proctors will be paid for two (2) weeks following notice of termination and/or reduction in contracted hours, whether they actually work these hours or not.

ARTICLE C8 - WEEKEND PREMIUM

C8:01 Subject to Management approval, for each hour worked between 0001 hours on a Saturday and 2400 hours on the following Sunday, a Weekend Premium of fifty cents (\$0.50) per hour will be paid effective date of ratification, and effective April 1, 2000 the rate will be sixty cents (\$0.60) per hour, and effective April 1, 2001 the rate will be seventy cents (\$0.70) per hour.

ARTICLE C9 - HOLIDAYS

C9:01 The following are recognized holidays:

- | | |
|---|--|
| <ul style="list-style-type: none"> (a) New Year's Day (b) Good Friday (c) Easter Monday (d) Victoria Day (e) Canada Day (f) Civic Holiday
(First weekend in August) | <ul style="list-style-type: none"> (g) Labour Day (h) Thanksgiving Day (i) Remembrance Day (j) Christmas Day (k) Boxing Day (l) Any other holiday proclaimed by
Federal or Provincial statute. |
|---|--|

C9:02 An employee shall be eligible to be paid time and one-half (1 1/2) for all hours worked on a holiday listed in C9:01

C9:03 An employee shall be eligible to receive holiday pay calculated by multiplying the employee's pro-rating factor by eight (8) hours.

ARTICLE C10 - VACATION

C10:01 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.

C10:02 Effective the first of the bi-weekly pay period which includes April 1, 1999, employees shall accrue vacation pay 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.
- (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.

C10:03 Vacation credits as referred to in C10:02 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.

C10:04 For purpose of this Article a year of accumulated service shall be two thousand and eighty (2,080) regular hours worked.

C10:05 Accrued vacation pay shall be paid to the employee following the vacation year in which it was earned and such accrued vacation pay shall only be paid out once per

vacation year.

C10:06 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.

C10:07 Upon return from a leave of absence for vacation purposes the Employer if reasonably possible, shall assign the employee to the same schedule with the same number of hours as they were assigned prior to their leave.

ARTICLE C11 - BEREAVEMENT LEAVE

C11:01 An employee shall be entitled to bereavement leave of three (3) working days without loss of salary in the event of a death of a member of the employee’s immediate family. Such days may be taken only in the period which extends from the day of death up to and including the day following interment or three (3) days following the death, whichever is greater.

C11:02 For purposes of granting a bereavement leave immediate family is defined **as** father, mother, brother, sister, spouse, step-parent, child or ward of the employee, or relative permanently residing in the employees household or with whom the employee permanently resides.

C11:03 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.

C11:04 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.

C11:05 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.

C11:06 Bereavement leave shall be calculated by determining the number of days **an** employee would be eligible **and** multiplying by the pro rating factor.

ARTICLE C12 - MATERNITY LEAVE

- C12:01** Every pregnant employee:
- (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 date 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 date 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.

C12:02 Sections 36(1) through 36(11) inclusive of the Employment Standards Act respecting maternity leave shall apply “mutatis mutandis”.

C12:03 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.

C12:04 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.

ARTICLE C13 - WORKERS COMPENSATION

C13:01 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.

C13:02 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.

C13:03 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 C14 - BRIDGING OF SERVICE

C14:01 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 C15 - TRANSPORTATION

- C15:01** (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. 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.
- (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.
- C15:02** Where bus transportation is approved for travel between work locations employees shall be reimbursed transit expenses and travel time as per C2:03.
- C15:03** 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.

ARTICLE C16 - TRAINING

- C16:01** Staff will be advised of Employer sponsored specialized training opportunities and other in services as they are made available.
- C16:02** Where the Employer requires an employee to attend educational conferences, workshops, programs, or seminars, the Employer shall pay registration or tuition fees and expenses and shall pay for the course time of such attendance at these conferences, workshops, programs, or seminars at straight time rates.
- C16:03** Where the employee initiates a request to attend educational conferences, programs, or seminars relevant to work during the non working time, attendance shall be at the mutual agreement of the Employer and the employee. On mutual agreement of the parties the Employer shall pay registration or tuition fees and approved expenses.

ARTICLE C17 – EDUCATIONAL DEFERRED SALARY LEAVE PLAN (EDSLP)

The parties hereto agree that the following conditions shall apply to the implementation and operation of the Educational Deferred Salary Leave Plan.

C17:01 The EDSLPL is self-sustaining and the Employer shall not incur any costs whatsoever as a result of participating in the plan.

C17:02 That the plan complies in all respects with all Revenue Canada guidelines.

C17:03 MGEU shall save the Employer harmless from any claims whatsoever from any participants enrolled in the EDSLPL which may result from the non remittance of monies collected in accordance with the plan nor for any short falls in the fund from time to time required to be paid to any of the participants in the plan. It is agreed remittance of all monies to the plan, in trust, is to be forwarded monthly to the carrier of the plan in trust.

C17:04 Each request for a Leave of Absence (LOA) under EDSLPL will be reviewed on an individual basis and will be granted if reasonably possible depending upon operational requirements.

C17:05 Request for a LOA under EDSLPL shall include a description of the course of studies to be approved, the duration of the program, and the name of the institution, and shall be submitted in writing to the applicable Program Manager/Director with final approval being the responsibility of the Chief Administrative Officer or designate.

PURPOSE:

The purpose of the EDSLPL is to establish a salary deferral payment whereby an employee of the Regional Health Authority can fund through a deferral of their salary an Educational Leave of Absence. A return service commitment by the employee, equal to the period of the leave of absence is required.

Contributions:

1. An employee may elect to defer not less than 10% and not more than 33 1/3% of his/her gross regular bi-weekly earnings for up to five (5) consecutive calendar years for the purpose of funding an Educational Leave of Absence commencing immediately after the end of the deferral period.
2. The Deferred Salary Leave of Absence shall be for a period not less than six (6) continuous months and not for more than twelve (12) continuous months commencing immediately after the end of the deferral period. Due to operational requirements or at the employee's request the leave may be postponed for up to twelve (12) months provided six (6) months written notice is given. In any event the leave must commence no later than six (6) years after the date which salary deferrals for the leave commence.
3. During the period of leave the employee shall not receive any salary or wages

other than his or her deferred salary from the Regional Health Authority or from any other person or partnership with whom the Authority does not deal with arm's length. Accordingly the leave is deemed to be a leave of absence without pay for the purpose of all relative provisions of the Collective Agreement.

4. Where applicable, continuation of employee benefits is the responsibility of the employee in accordance with the individual Plan(s) text.
5. Prior to the commencement of the leave the employee shall sign an agreement with the Authority certifying that he/she intends to return to the employ of the Authority for a period of at least equal to the period of leave.
6. Upon return ~~from~~ the deferred salary leave the Employer shall make every reasonable effort to assure that the employee is placed in the same occupational classification and at the same step in the pay range held prior to the leave of absence.
7. EDSLP funds shall be retained in the employee's name in a trust account with the Buffalo Credit Union in Winnipeg. Accrued interest shall be paid in each taxation year at a rate agreed to between the Regional Health Authority and the Buffalo Credit Union. Such rate to be reviewed annually. In the event the employee does not take the leave of absence as outlined in this Memorandum of Agreement, all amounts held in the trust account for his or her benefit shall be paid to him/her in the first taxation year that commences after the deferral period.
8. The plan shall become effective upon its approval as an EDSLP by Revenue Canada.

ARTICLE C18 - PROCTOR EXPENSES

C18:01 The Regional Health Authority agrees to provide to all Proctors, whose monthly expenses exceed fifty dollars (\$50.00), an accountable advance of one hundred dollars (\$100.00). Such expense money is to be used for items such as legitimate meal costs, entertainment costs, parking and other legitimate expenses which may be incurred in the normal course of duties.

ARTICLE C19 - REMOTENESS ALLOWANCE

C19:01 The Employer shall provide Remoteness Allowance to employees in accordance with Appendix "E" attached hereto. Any changes to Remoteness Allowance rates in the Government Employees' Master Agreement shall apply during the life of this Agreement.

C19:02 Remoteness Allowances shall be paid to employee;

- (a) For the classifications of HSW, HCA1, HCA2 and Proctor 1, 2, 3, it shall be the

hourly rates as stated and paid for all straight time hours worked.

ARTICLE C20 - CONTRACTING OUT

C20:01 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 re-deployment opportunities.

ARTICLE C21 - RECRUITMENT AND PROMOTION

C21:01 Employees in the Proctor classifications who indicated their interest in writing to obtaining employment in the classifications of HCA 1, HCA 2, HSW, Mental Health Proctors 1, 2 and 3 shall be given consideration for any available opportunity in the requested classification.

ARTICLE C22 - AMENDMENTS TO THE PAY PLAN

C22:01 Where the Employer established 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.

C22:02 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 A22. The Arbitration Board shall be expressly confined to the sole issue of determining the salary range for the new classification.

ARTICLE C23 - DISCIPLINARY ACTION

C23:01 Where disciplinary action has been taken, the employee shall be advised, in writing, of the disciplinary action.

C23:02 An employee may grieve disciplinary action in accordance with the Grievance Procedure.

C23:03 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 C24 - RIGHTS OF STEWARDS

C24:01 Where a Steward considers that an urgent complaint requires immediate investigation, he shall notify the Union office in order that a staff representative may be assigned to the matter.

C24:02 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 C25 - TECHNOLOGICAL CHANGE

C25:01 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 C26 - COURT LEAVE

C26:01 A Proctor, Home Care Attendant or Home Support Worker, on court leave in accordance with A17:01, shall be paid the number of days of court leave granted times the employee's pro-rating factor.

C26:02 An employee shall only be eligible for payment in accordance with C26:01 provided the employee's work assignments would have remained unchanged had the employee not been absent on court leave.

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 PRECEDING
TWO FULL BI-WEEKLY PAY PERIODS
DIVIDED BY 160**

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 Employer

For the MGEU

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.

The contributions will be based on the employees employed in the following classifications:

Home Care Attendants (HCA1 and HCA2)
Home Support Workers
Mental Health Proctors (1, 2, and 3)

For the Employer

For the MGEU

Date

MEMORANDUM OF AGREEMENT

SUBJECT: PENSION PLAN

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:

E) 10
6

Employee Contribution
3.0%

The contributions will be based on the employees employed in the following classifications:

Home Care Attendants (HCA1 and HCA2)
Home Support Workers
Mental Health Proctors (1, 2, and 3)

For the Employer

For the MGEU

Date

MEMORANDUM OF AGREEMENT

SUBJECT: ANNIVERSARY DATES

Notwithstanding Article A6:02 and subject to A6:06, 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 Employer

For the MGEU

Date

MEMORANDUM OF AGREEMENT

SUBJECT: VACATION PAY

Notwithstanding the provisions of Article C10:05 the parties agree to review/discuss the issue of payment of vacation pay prior to the implementation of a new payroll system.

For the Employer

For the MGEU

Date

MEMORANDUM OF AGREEMENT

SUBJECT: CENTRAL NEGOTIATIONS/REGIONAL HEALTH AUTHORITY

Notwithstanding Article A20:02(a), the parties agree that where participation is required in Central Bargaining with a Regional Health Authority, the Employer agrees to maintain the salary of one (1) employee representative to bargain at the Central Table.

For the Employer

For the MGEU

Date

Part D

**Clerical
Social Sciences**

ARTICLE D1 - INTERPRETATION

D1:01 In this Agreement, unless the context otherwise requires, the expression:

“Authorized Overtime” shall mean overtime authorized by the Employer and where the term “overtime” is used in this Agreement, it shall mean “authorized overtime”.

“Casual Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule or work on a regular and recurring basis.

“Continuous Service” or **“Continuous Employment”** means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination of the employee. In the calculation of continuous service, any approved leave of absence with pay shall not affect continuous service and any authorized leave of absence without pay or a temporary lay-off, while not considered a break in service, shall not be counted in the total continuous service. Example: ten (10) years consecutive and contiguous service with six (6) months leave of absence without pay or six (6) months lay-off = nine and one-half (9 1/2) years continuous service.

“Dismissal” means the removal for disciplinary reasons from a position of employment for just cause.

“Lay-off” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement.

“Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular recurring basis.

“Promotion” means a change of employment from one (1) position to another having a higher maximum salary.

“Regular Employee” means an employee who carries out and occupies a continuing function and who has all the rights and privileges of permanent status.

“Transfer” means the removal of an employee from a position in a class appointing the employee to another position in the same class or to another position in a different class having the same maximum rate of pay.

ARTICLE D2 – APPLICATION OF AGREEMENT
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D2:01 The Components listed below shall be attached to and form part of this Agreement.

(a) Clerical

(b) Social Sciences

ARTICLE D3 - RETROACTIVE WAGES

- D3:01** Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:
- (a) employees who are in the employ of the Employer on the date of the signing of this Agreement;
 - (b) employees who have left the service during the above-mentioned period but who have retired in accordance with the provisions of The Civil Service Superannuation Act or who have died in service;
 - (c) employees who have left the service during the above-mentioned period by reason of being laid off by the Employer;
 - (d) term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.
- D3:02** Upon written request to the Employer, within sixty (60) days of the date of the signing of this Agreement, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall be made to employees who have voluntarily terminated their services (resigned).

ARTICLE D4 - MEDICAL FITNESS

- D4:01** The Employer may require an employee to have a psychiatric examination and/or a physical examination.
- D4:02** A duly qualified medical practitioner giving a psychiatric or physical examination shall complete the forms required by the Employer.
- D4:03** The cost of any examination referred to in D4:02 will be paid by the Employer.

ARTICLE D5 - PROBATION

- D5:01** Subject to **D5:08**, every person appointed to a position shall be on probation for a period of six (6) months. Such period shall not exceed twelve (12) months in total. Where a period of probation in excess of six (6) months has been established, the employee shall be notified of the length of the probation period.
- D5:02** Where **an** employee's probation period has been established for a period of less than twelve (12) months the Employer may approve **an** extension of the employee's probation period. Such extension when combined with the initial probation period shall not exceed twelve (12) months duration and the total shall be deemed to be the initial probation period.
- D5:03** An employee shall be notified in writing of any extension of the probation period under D5:02 prior to the expiry of the probation period. A meeting may be held with the

employee to discuss the extension. The employee has the option to have a representative present.

D5:04 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 Chief Administrative Officer or designate 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(s).

D5:05 Where an employee has been rejected during probation following a promotion, upon such rejection the Employer will relocate the employee to the employee's former position or to a position comparable to the former position.

D5:06 Where an employee has been rejected during probation following a promotion to another department, then

- (a) The Employer will place the employee on an employment availability list at the employee's previous classification for a period of one (1) year from the date of rejection.
- (b) During this period the Employer will endeavour to relocate the employee to the employee's former position or to a position comparable to the former position.
- (c) The employee may only grieve the rejection if the employee has not been relocated to the former position or offered a comparable position prior to the effective date of rejection. The grievance shall be initiated at Step 2 of the grievance procedure within twenty-five (25) working days from the effective date of rejection.

D5:07 An employee shall not be required to serve a further probation period when:

- (a) the employee is promoted without competition as a result of reclassification of the employee's position;
- (b) the employee initiates a transfer to a position in the same classification involving similar duties and responsibilities;
- (c) the Employer initiates the transfer or demotion of an employee from one (1) position to another for any reason.

D5:08 Subject to D5:06, the rejection of an employee on probation is neither grievable nor arbitrable.

D5:09 An employee who is being rejected during the employee's probation period shall be provided with two (2) weeks' notice or payment in lieu thereof.

D5:10 An employee who is temporarily appointed to another position on an acting basis is not considered to be on probation. If the employee is subsequently promoted to that position, the period during which the employee was in acting status does not count towards the employee's probation period.

- D6:01** Each employee shall observe standards of behaviour consistent with the employee's function and in compliance with the terms of this Agreement.
- D6:02** Where an employee is absent without leave for a period of two (2) weeks, the employee shall be considered to have abandoned his or her position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed the employee's regular duties.
- D6:03** Where an employee is habitually late or is absent during working hours without leave and fails to give satisfactory explanation for the lateness or absence, the Employer may take such disciplinary action, including suspension or dismissal, as is warranted.

ARTICLE D7 - PERFORMANCE APPRAISAL

- D7:01** 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.

article D8 - CHANGE OF WORK HEADQUARTERS

- D8:01** Where, as a result of a reorganization an employee's work headquarters is moved from one (1) city or town to another city or town requiring a change of residence by the employee, the employee shall be given notice of the move ninety (90) days in advance of the date upon which the move of the employee is to be effected. Such notice shall be provided in Writing to the employee by the Regional Health Authority.
- D8:02** Where an employee has accepted relocation involving a change in residence by the employee, the employee shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting "Expenses of Removal on Transfer".
- D8:03** Where such notice has been given to an employee and the employee is unable to relocate, every reasonable effort will be made to place the employee in another suitable position within the Regional Health Authority.
- D8:04** Where an employee with one (1) or more years of continuous service is unable to relocate, the employee shall be subject to lay-off. If the employee has not been offered another suitable position within one (1) year from the date of lay-off the employee shall be permanently laid off and shall be eligible for severance pay in accordance with Article D10 - Severance Pay.
- D8:05** For purposes of interpretation of this Article, where the term "suitable position" is used it means a position which the employee is reasonably qualified for and able to perform and which is in a location that would not require a change of residence by the employee.

article D9 - LAY-OFF

- D9:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Employer determines that a lay-off(s) is necessary within a department, the Employer shall determine the classification(s) from which the lay-off(s) are to take place.
- D9:02** Subject to this Article, the Employer shall determine the group of employees concerned within each classification from which employees are to be laid off.
- D9:03** The group of employees concerned shall then be divided, where applicable, into three (3) subgroups as follows:
- Subgroup (1) - term employees with two (2) or more years of continuous service;
 - Subgroup (2) - regular employees with less than four (4) years of continuous service;
 - Subgroup (3) - regular employees with four (4) or more years of continuous service.
- D9:04** Within the group of employees concerned, lay-offs shall take place in ascending subgroup order. In determining the order of lay-off within a subgroup, seniority shall be the determining factor provided the qualifications of the employees are relatively equal. This Section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- D9:05** An employee in subgroup (3) shall not be laid off while there are employees in subgroups (1) and (2) in the same classification within the department. This provision is subject to the employee having the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- D9:06** When there are no employees in subgroups (1) and (2), employees in subgroup (3) may be laid off. In this case, the group of employees concerned shall be all employees in the same classification within the department.
- D9:07** Where the lay-off(s) of employee(s) in subgroup (3) is necessary, the Employer shall provide the Union with written notice not less than forty (40) days prior to the date of lay-offs). The parties shall then meet to discuss the steps to be taken to assist the employees affected.
- D9:08** Except where specifically provided, this Article does not apply to the lay-off of:
- (a) term employees at the end of a specific term of employment;
 - (b) term employees with less than two (2) years of continuous service.
- D9:09** Where the Employer is laying off an employee, notice of lay-off or pay in lieu thereof will be given in accordance with the following:

- (a) Where a term employee is being laid off at the end of a specific term of employment or after completion of a job for which the employee was specifically employed, no notice of lay-off is required.
- (b) Four (4) weeks' notice will be provided to:
 - i) regular employees;
 - ii) term employees with one (1) or more years of continuous service.
- (c) Two (2) weeks' notice will be provided to term employees with less than one (1) year of continuous service.

D9:10 The Union will be provided a copy of lay-off notices issued to:

- (a) regular employees;
- (b) term employees with two (2) or more years of continuous service.

D9:11 For purposes of this Article, "**regular employee(s)**" refers to full-time and part-time employee(s) and "**term employee(s)**" refers to full-time and part-time employee(s).

D9:12 Term employees with less than two (2) years of continuous service shall be considered for lay-off prior to the lay-off of employees in the subgroups specified in D9:03.

D9:13 Where employees have been laid off, the Employer shall not use casual employees to do the work of the laid off employees except:

- (a) where the laid off employees are not available for work; or
- (b) in emergency situations.

D9:14 Where an employee, including a term employee, alleges that the employee's lay-off has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.

D9:15 For purposes of this Article, "**qualifications**" refers to education, knowledge, training, skills, experience, aptitude, and competence. "**Ability**" refers to mental and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.

D9:16 Where the temporary lay-off of an employee in subgroup (3) is necessary, D9:05, D9:06 and D9:07 do not apply. For purposes of this Section a "temporary lay-off" is defined as less than three (3) months duration. Employees shall return to their positions upon expiry of such lay-off. This Section applies only to situations identified in separate Memoranda of Agreement between the parties.

D9:17 Employees who are laid off shall be placed on a re-employment list for a period of twelve (12) months from the effective date of the lay-off.

- D9:18** The Regional Health Authority shall maintain a re-employment list for all employees covered by this Article who are laid off on other than a temporary basis. A copy will be provided to the Union on request.
- D9:19** Employees who are placed on a re-employment list shall be called back to their positions in reverse order of lay-off in the classification from which the employee was laid off.
- D9:20** An employee who is on the re-employment list must:
- (a) report any change of address to the Employer without delay;
 - (b) if called back, respond to the call-back within seven (7) days of receipt of notification of call-back. Notice of recall shall be made by registered mail to the last known address filed by the employee;
 - (c) return to work within fourteen (14) days of receipt of notification of call-back or such other date as may be agreed upon between the employee and the Employer;
 - (d) except for good and sufficient reasons, accept a call-back in accordance with this Section or be deemed to have resigned.
- D9:21** A term employee who has been employed in the same position for one (1) or more years of continuous service and who is laid off or whose term expires shall be placed on an employment availability list by the Employer for a period of one (1) year. During this period, the employee shall be considered for re-employment to the position if it is to be refilled.
- D9:22** Employees on a re-employment list may be offered re-employment to other positions within the Regional Health Authority.
- D9:23** An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. **An** employee who is found to be unsuitable during this trial period will be returned to the appropriate re-employment list for the greater of six (6) months or the remainder of the employee's twelve (12) month period on the re-employment list, **An** employee found to be unsuitable may grieve the decision commencing at Step 2 of the grievance procedure.
- D9:24** If a regular employee accepts a term position as a result of re-employment, the employee's status as a regular employee shall be maintained. On the expiry of the term, the employee will be permanently laid **off**, or remain on the re-employment list for the remainder of the twelve (12) month period if applicable.

article D10 - SEVERANCE PAY

- D10:01** Employees with nine (9) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, shall be paid, or to the employee's estate in the event of death, 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. Example: 10 years, 8 complete months of continuous service equals 10 8/12 years of continuous service for purposes of calculation.

D10:02 Where **an** employee in the employee's ninth (9th) year of continuous service fails to complete nine (9) years' continuous service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act or death, the employee shall be paid, or to the employee's estate in the event of death, 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.

D10:03 Employees with three (3) or more years of continuous employment 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 complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay.

D10:04 Where **an** employee in the employee's third (3rd) year of continuous service fails to complete three (3) years' continuous service as a result of permanent lay-off, the employee shall be paid severance pay on the basis of three (3) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's third (3rd) year divided by twelve (12) months.

D10:05 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 lay-off, or death.

D10:06 In the case of employees eligible for severance pay who are on stand-by or temporary lay-off at the time of retirement, permanent lay-off 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 lay-off or death.

article D11 - HOLIDAYS

D11:01 For calculation purposes holidays shall be observed as indicated below:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	
Any other holiday proclaimed by Federal or Provincial Statute	

(a) For all shift employees, where any of the holidays fall on a Saturday or a Sunday they shall be observed on that day. For purposes of this Article, a shift employee

is one whose regular work week is not Monday to Friday inclusive.

- (b) For all non-shift employees, where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

D11:02 (a) All RHA offices shall be closed at one o'clock in the afternoon (1:00 p.m.) on December 24th when that day falls on Monday through Friday. This day shall be considered a **full** working day for purposes of calculation.

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

D11:03 **An** employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:

- (a) did not fail to report for work after having been scheduled to work on the day of the holiday;
- (b) has not absented himself or herself from work without the consent of the Employer on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.

D11:04 Notwithstanding D11:03(b) **an** employee who is on **an** approved leave of absence without pay at the time of the holiday shall be entitled to receive the employee's regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.

D11:05 If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in D11:03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half times (1 1/2x) the employee's regular rate for the time worked on that day.

D11:06 Subject to D11:08, and subject to the call-out provisions as provided in the Components, **an** employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular holiday pay to which the employee may be entitled:

- (a) if the employee is eligible for premium overtime, overtime compensation based on double time (2x) the employee's regular rate of pay for all overtime worked on the holiday. Such overtime compensation is in lieu of the overtime compensation to which the employee would otherwise be eligible in the appropriate Component;
- (b) if the employee is not eligible for premium overtime, compensation based on time and one half (1 1/2x) the employee's regular rate of pay for all overtime worked on the holiday. Such compensation is in lieu of the compensation to which **an** employee would otherwise be eligible in the appropriate Component.

D11:07 Subject to D11:03, where the wages of **an** employee vary from day to day, the pay for a

holiday on which the employee has not worked shall be equivalent to the employee's average daily earnings exclusive of overtime for the days on which the employee worked during the twenty (20) working days immediately preceding the holiday.

- D11:08** (a) A shift employee who is entitled to pay for a holiday and who works on a holiday when it is the employee's regularly scheduled working day shall, in addition to the regular pay, be compensated at the rate of time and one-half (1 1/2x) for all regular hours worked on the holiday, or be granted compensatory leave for such hours worked at the rate of one and one-half (1 1/2) hours for each additional hour worked. Shift employees shall be entitled to add to their regular annual vacation a maximum of five (5) days accumulated compensatory leave, and any additional compensatory leave shall be granted at the discretion of the Employer. Any overtime hours worked on the holiday shall be compensated on the same basis as set out in D11:06(a) or D11:06(b).
- (b) Subject to D11:08(c), the accumulated compensatory leave referred to in D11:08(a) above, shall be taken in the vacation year in which it is earned.
- (c) The Employer may allow accumulated compensatory leave in lieu of statutory holidays to be carried forward to the next vacation year.
- (d) In the event that an employee is terminated, the accumulated compensatory leave in lieu of statutory holidays shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.

D11:09 An employee who leaves the Employer, shall receive pay in lieu of the compensatory leave that has not been granted.

D11:10 Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

article D12 - VACATION

D12:01 For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.

D12:02 Employees shall earn vacation leave credits on the following basis:

- (a) Employees who have completed less than two (2) years service, one and one-quarter (1 1/4) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned;
- (b) commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds (1 2/3) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter;
- (c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth (2 1/12) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter;

- (d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half (2 1/2) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter;
- (e) Notwithstanding Subsections (a), (b), (c) and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter (1 1/4) days per complete month of service and employees terminating in their ninth (9th) year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds (1 2/3) days per complete month of service, and employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed-out at the rate of two and one-twelfth (2 1/12) days per complete month of service.

D12:03 *An* employee appointed on the first working day of the month shall accumulate vacation credits from that date. *An* employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of employment.

D12:04 When computing vacation leave:

- (a) any fraction of a day equal to or greater than one-half (1/2) shall be computed as one-half (1/2) day; and
- (b) any fraction of a day less than one-half (1/2) shall be computed as nothing.

D12:05 (a) With the exception of the conditions referred to in D12:05(b), vacation leave may not be taken in advance of when it is earned.

(b) With the approval of the Employer, vacation leave up to a maximum of five (5) working days may be granted in advance to an employee in the employee's first twelve (12) months of service.

(c) Where operational requirements permit, vacation leave may be taken subject to the approval of the Employer.

(d) The Employer may authorize vacation to commence on any day.

(e) Subject to D12:05(b) and D12:05(f), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.

(f) The Employer may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one (1) previous year's vacation entitlement.

(g) The Employer may authorize an employee to take vacation leave in two (2) or more periods.

(h) *An* Employer, if it finds it necessary, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.

D12:06 Where an Employer has been unable to schedule part or all of *an* employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An employee whose vacation leave has been restricted

may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.

- D12:07** Subject to the requirements of personnel in a department, vacation leave shall be rotated regardless of seniority of employment.
- D12:08** Where for any reason other than death, an employee leaves the service after having been granted more vacation leave than the employee has earned in accordance with this Agreement, the employee shall repay to the Employer all salary paid for such excess period of leave.
- D12:09** Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.
- D12:10** Where an employee is moved ~~from~~ one (1) department to another, the employee's accumulated vacation leave is a charge against the department to which the employee is moved unless the department to which the employee is moved requires the employee to take the accumulated vacation leave before the date of the move.
- D12:11** Where an employee is absent on leave without pay for a period of one (1) month or a portion thereof greater than one-half (1/2), vacation leave credits shall no longer accumulate.

article D13 - SICKLEAVE

- D13:01** It is agreed by both parties that earned sick leave entitlement shall be granted by the Employer where **an** employee is unable to be at work and perform the employee's regular duties **as a** result of illness or injury.
- D13:02** The sick leave to which an employee is entitled shall accumulate:
- (a) during the first four (4) years of service at the rate of one-half (1/2) working day per bi-weekly pay period; and
 - (b) after the first four (4) years of service, at the rate of one (1) working day per bi-weekly pay period.
- D13:03** Subject to D13:04, sick leave shall not accumulate beyond two hundred and eight (208) working days.
- D13:04** The Employer may grant, in addition to the sick leave accumulated under this Agreement:
- (a) to an employee who has been employed for not less than ten (10) years but less than fifteen (15) years, and who has been granted not more than two hundred **and** eight (208) working days of sick leave with pay during the employee's years of service, an additional period of sick leave with pay, which additional sick leave will increase the total sick leave for all the employee's years of service to not

- more than two hundred and twenty eight (228) working days;
- (b) to an employee who has been employed for not less than fifteen (15) years but less than twenty (20) years, and who has been granted not more than two hundred and twenty eight (228) working days of sick leave during the employee's years of service, an additional period of sick leave with pay which additional sick leave will increase the total sick leave for all the employee's years of service to not more than two hundred and fifty-six (256) working days; and
 - (c) to an employee who has been employed for not less than twenty (20) years and who has been granted not more than two hundred and fifty-six (256) working days of sick leave during the employee's years of service, an additional period of sick leave with pay which additional leave will increase the total sick leave for all the employee's years of service to not more than two hundred and ninety-six (296) working days.

D13:05 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days in accordance with D13:02.

D13:06 An employee appointed on the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from that date. An employee appointed on any date other than the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from the first full bi-weekly pay period following the date of appointment.

D13:07 A new employee may be granted sick leave in advance of it being earned during the first six (6) months of service, provided that the amount advanced, when combined with credits already accumulated, does not exceed five (5) working days. If an employee who has used more sick leave than has been earned, has the employee's services terminated for a reason other than lay-off or death, the salary over-payment resulting from the use of unearned sick leave shall be recovered by the Employer.

D13:08 Sick leave shall not accumulate during periods when an employee is:

- (a) absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days; or
- (b) absent without leave; or
- (c) absent on leave of absence without pay.

D13:08(b) and D13:08(c) to apply where the period of absence is greater than one-half (1/2) of the bi-weekly period.

D13:09 Where an employee is to be absent because of illness, the employee shall endeavour to notify the employee's immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.

D13:10 An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by the Employer, at any time during or after this period of sickness, a medical certificate or sworn statutory

declaration certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to produce a medical certificate or statutory declaration acceptable to the Employer, the employee shall not be entitled to be paid for the period of absence.

- D13:11** An employee who has been absent because of sickness for a period of three (3) working days or less may be required to furnish, when requested by the Employer, either a medical certificate or a sworn statutory declaration as required under D13:10. Failure to produce a certificate or statutory declaration acceptable to the Employer will result in a loss of pay for the period of absence.
- D13:12** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer.
- D13:13** When an employee is unable to work and is in receipt of an income replacement indemnity (IRI) from the Manitoba Public Insurance Corporation (MPIC) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the IRI benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

article D14 - WORKERS COMPENSATION

- D14:01** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of the employee's duties, the employee may elect to be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Net salary shall be as determined by the Workers Compensation Board.
- D14:02** Notwithstanding D14:01, an employee's pay may only be "topped up" by ten percent (10%) of net salary.
- D14:03** If at any time, it is decided by the Workers Compensation Board that the additional amount in D14:01 or D14:02 must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.
- D14:04** Where an employee is absent due to injuries or disabilities for which compensation is paid under the Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue

beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

D14:05 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.

D14:06 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 D15 - COMPASSIONATE LEAVE
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D15:01 An employee shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a member of the employee's immediate family. 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.

D15:02 An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, aunt, uncle or grandchild.

D15:03 An employee who is entitled to compassionate leave under D15:01 and D15:02 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.

D15:04 Provided an employee has not received compassionate leave for the death in question, the employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.

D15:05 An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance.

D15:06 For other purposes, such as dangerous illness in the immediate family, an employee shall be entitled to leave with pay up to a maximum accumulation of five (5) days in each fiscal year to be granted on the recommendation of the Employer and charged against the employee's sick leave credits. An employee's sick leave accumulation under Article D13 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision. Any leave which may be granted to an employee in accordance with this section will be deducted from the employee's sick leave credits in the following sequence:

- (a) sick leave credits accumulated in previous years;
- (b) sick leave credits accumulated in the current year;
- (c) sick leave credits advanced to an employee pursuant to D13:07.

article D16 - MATERNITY LEAVE

D16:01 *An* employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B but not both.

PLAN A

D16:02 In order to qualify for Plan A, a pregnant employee must:

- (a) have completed nine (9) continuous months of employment for or with the Employer;
- (b) submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

D16:03 *An* employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in D16:02(c); or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in D16:02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

D16:04 *An* employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period. Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

PLAN B

D16:05 In order to qualify for Plan B a pregnant employee must:

- (a) have completed nine (9) continuous months of employment for or with the Employer;
- (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

- (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that Human Resources Development Canada (HRDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.

D16:06 An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:

- (a) she will return to work and remain in the employ of the Employer on a **full** time basis for at least six (6) months following her return to work; and
- (b) if she does not take parental leave as provided in Article A13 - Parental Leave, she will return to work on the date of the expiry of her maternity leave; and
- (c) if she does take parental leave as provided in Article A13 - Parental Leave, she will return to work on the date of the expiry of her parental leave; and
- (d) should she fail to return to work as provided above, she is 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.

D16:07 At the employee's request, the Employer may authorize an employee who has received maternity leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.

D16:08 An employee who qualifies is entitled to a maternity leave consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in D16:05(c); or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in D16:05(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

D16:09 During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (**SUB**) plan as follows:

- (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
- (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
- (c) all other time as may be provided under D16:08 shall be on a leave without pay basis.

D16:10 Plan B does not apply to term employees.

D16:11 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.

D16:12 Where an employee's anniversary date falls during the period of maternity leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.

D16:13 Sections **36(3)** through **36(8)** inclusive of The Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

article D17 - BRIDGING OF SERVICE
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D17:01 A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on service seniority. The following conditions shall apply:

- (a) the employee must have accumulated at least four (4) years of continuous service at the time of resigning;
- (b) the resignation itself must indicate the reason for resigning;
- (b) the break in service shall be for no longer than six (6) years, and during that time the employee must not have been engaged in remunerative employment for more than three (3) months;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period;
- (e) upon successful completion of the probationary period, the employee will be credited with the accumulated sick leave credits at the time of the resignation up to a maximum of twenty-six (26) days of credits.

ARTICLE D18 - LOSS OF OR DAMAGE TO PERSONAL EFFECTS
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D18:01 Employees are responsible for any personal effects which 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 personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.

D18:02 Employees suffering loss **of, theft of,** or damage to tools, equipment, personal effects or clothing incurred when they are away from their normal place of work while on a business or field trip may claim compensation only for such items as are necessary in day-to-day living in the course of their employment away from their normal place of work.

D18:03 No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects, or for luxury items.

D18:04 Every claim for compensation will be considered by the Employer for approval, and the claim shall indicate:

- (a) the name of the claimant, position classification, normal place of work and type of work the position entails;
- (b) identification **as** to category • loss, theft, damage • **and** full particulars as to when, and how the loss, theft or damage took place, with any other relevant particulars;
- (c) justification for the claim;
- (d) a certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance.

D18:05 Payment of claims approved by the Employer shall be paid at full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within three (3) months of the incident, and proof of purchase is submitted. In other cases reimbursement shall be limited to the cost of repair, or, on the basis of seventy-five percent (**75%**) of the replacement cost, including provincial sales tax where necessary.

article D19 - DENTAL PLAN

D19:01 The parties agree to the continuation of the dental services plan (GEMA) as amended **from** time to time. Effective January 1, 1998, and limited to dental work performed on and after that date, the basis for payment for covered services shall be changed to the 1998 Manitoba Dental Association Fee Guide. Effective January 1, 1999 the 1999 Manitoba Dental Association **Fee** Guide will be implemented.

**This plan will cover former civil service positions and incumbents.
Employees hired after April 1, 1997, employed in classifications covered by Part D will receive benefits under the HEBP.**

article D20 - LONG TERM DISABILITY INCOME PLAN

D20:01 The parties agree that the Employer shall provide **an** employer paid Long **Term** Disability Income Plan for eligible employees. The regulations governing this plan will be agreed upon in a separate Memorandum of Agreement.

This plan will cover former civil service positions and incumbents.

article D21 - SENIORITY

D21:01 “**Seniority**” means the length of service with the Regional Health Authority as defined in this Article provided such service **has** not been broken by termination of the employee.

D21:02 Seniority shall include only the following:

- (a) regular paid time;
- (b) periods of workers compensation;
- (c) periods of maternity leave and/or parental leave;
- (d) periods of adoptive parent leave;
- (e) approved educational leave to a maximum of one (1) year;
- (f) any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
- (g) leaves without pay to a maximum accumulation of twenty (20) working days in a calendar year.

D21:03 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;
- (f) is terminated at the expiry of the employee's term of employment. However, this Subsection does not apply to a term employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the employee's term of employment.

D21:04 Separate seniority lists will be prepared by April 1 based on **service** up to and including December 31 of the previous year. The lists will be posted at work locations as determined by the Employer.

D21:05 Seniority lists will be prepared for the following types of employees by classification groupings in order of seniority:

- (a) regular;
- (b) term.

D21:06 Grievances concerning the calculation of seniority must be filed at Step 2 of the Grievance Procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

article D22 - PART-TIME EMPLOYEES

D22:01 The calculation of benefits for part-time employees covered by this Agreement will be as set out in Appendix "A" - Application of Benefits to Part-time Employees.

article D23 - AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN

D23:01 The Regional Health Authority agrees to the continuation of the Ambulance and Hospital Semi-Private Plan (AHSP).

This plan will cover former civil service positions and incumbents.

Employees hired after April 1, 1997, employed in classifications covered by Part D will receive benefits under the HEBP.

article D24 - OVERTIME AND COMPENSATORY LEAVE
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D24:01 This Article shall apply to all overtime worked by employees including overtime worked at premium rates; i.e. time and one-half (1 $\frac{1}{2}$ x) and double time (2x) and at straight time rates as provided in the Compensatory Leave Articles for employees not eligible for premium overtime. Where the term “overtime” is used in this Article it refers to both overtime and compensatory leave.

D24:02 The existing Component provisions on overtime will apply to all overtime credits earned up to forty (40) hours per fiscal year. Note: Twenty (20) hours overtime worked at double time (2x) equals forty (40) overtime credits.

D24:03 For any overtime credits earned beyond forty (40) hours in the fiscal year the following provisions of this Article will apply.

D24:04 All overtime worked by employees shall be banked.

D24:05 The Employer shall consult with the employee in an effort to reach agreement on whether the employee will be granted pay or time off in lieu for banked overtime.

D24:06 Where agreement is not reached, the Employer shall determine whether pay or time off will be granted.

D24:07 Where banked time is to be taken, the Employer shall consult with the employee in an effort to reach agreement on when the time off is to be taken.

D24:08 Where agreement is not reached, the Employer shall determine when the time off is to be taken.

D24:09 Where the Employer determines when the time off is to be taken under D24:08, the employee will receive forty-eight (48) hours notice of the time off and the following conditions shall apply:

- (a) the minimum period of time off will be five (5) days provided the employee has sufficient banked time available. In order to meet the five (5) day requirement, time off in lieu of overtime may be combined with holiday and/or vacation time and/or reduced work week days;
- (b) where the employee has less than five (5) days banked, then these days may be scheduled by the Employer.

D24:10 Nothing in D24:09 restricts the Employer and employee from agreeing to alternative arrangements.

article D25 - SHIFT PREMIUM

D25:01 *An* employee who works a shift where one-half ($\frac{1}{2}$) or more of the hours are worked between 6:00 p.m. and 6:00 a.m. shall receive a shift premium of four dollars and eighty cents (**\$4.80**) for the shift in addition to the employee's regular pay.

D25:02 An employee who works an overtime shift will be eligible for shift premium provided the employee is replacing another employee who would have received the shift premium if the employee being replaced had worked the shift. *An* overtime shift is defined as a **full shift**, (i.e. seven and one-quarter [$7 \frac{1}{4}$] or eight [**8**] hours) which is worked by an employee on an overtime basis.

D25:03 The shift premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

article D26 - WEEKEND PREMIUM

D26:01 *An* employee shall receive fifty cents (\$0.50) premium for all regular hours of work or portions thereof on a Saturday or Sunday.

D26:02 For each hour worked between 0001 hours on a Saturday and 2400 on the following Sunday a Weekend Premium of fifty cents (\$0.50) per hour effective date of signing (sixty cents [**\$0.60**] per hour effective April 1, 2000; seventy cents [**\$0.70**] per hour effective April 1, 2001) will be paid.

D26:03 An employee who works overtime will only be eligible for weekend premium if the employee is replacing another employee who would have received the weekend premium if the employee being replaced had worked.

D26:04 The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

article D27 - STAND-BY

D27:01 An employee, who has been designated by the Employer or authorized supervisor to be available on stand-by during off duty hours, shall be entitled to payment of seven dollars and fifty cents (**\$7.50**) for each twenty-four (24) hour period or less of stand-by on a regular working day. For stand-by on a day of rest or on a paid holiday that is not a working day, the payment shall be fifteen dollars (\$15.00) for each twenty-four (24) hour period or less.

D27:02 To be eligible for stand-by payment, an employee designated for stand-by duty must be available during the period of stand-by at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.

D27:03 **An** employee on stand-by who is called back to work, shall be compensated in accordance with call-out provisions of the applicable overtime Article in addition to stand-by pay.

article D28 - ACTING STATUS

D28:01 Where the Employer directs **an** employee employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for five (5) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate of pay for the employee's original position that the employee would be paid if the employee had never held the temporary appointment.

D28:02 For purposes of interpretation of this Article, "duties and responsibilities" means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.

article D29 – ReCLASSIFICATION PROCEDURE

D29:01 **An** employee who is of the opinion that the employee's position is improperly classified may submit an "Employee Originated Request for Reclassification" on a form designated by the employer for such purposes.

D29:02 **Step 1**

The employee will submit the request to the Chief Human Resources Officer together with the following:

- (a) a current position description;
- (b) the job classification being requested and reasons why that classification is appropriate;
- (c) **any** other information in support of the request. The Chief Human Resources Officer would have ten (10) working days following receipt of the request to reply.

D29:03 **Step 2**

Where the employee considers the Human Resources Manager's reply unsatisfactory or where no reply is received within the prescribed time limits, the employee may forward a copy of the request to the Chief Executive Officer within ten (10) working days. The Chief Executive Officer will have twenty (20) working days following receipt of the request to reply.

- D29:04** Where no reply is received or where the employee considers the response unsatisfactory, the employee may process their request as per Article A22 Grievance/Arbitration Procedure within twenty (20) working days upon expiry of the time limits prescribed or on receipt of the decision from the director or designate.
- D29:05** The time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.

ARTICLE D30 - REMOTENESS ALLOWANCE

- D30:01** Remoteness allowances shall be paid to employees subject to the eligibility criteria and conditions laid down in this Article as per Appendix "E".
- D30:02** **Eligibility claim:** A notarized eligibility claim, in a standard format to be determined by the Employer in accordance with the provisions of this Article for the payment of dependent's or single rate of allowances shall be submitted to the Employer when first requesting the allowance, and renewed not less frequently than annually thereafter, normally prior to the fiscal year or where any change in dependents claimed arises.
- D30:03** **Single or dependent's allowance:** Subject to D30:05, the single allowance will be paid to employees that have established a residence and maintain a home in a location designated as a remote location and who are eligible for the payment of a remoteness allowance. Claims for dependent's allowance will be subject to D30:04 and D30:05 and to the following criteria and conditions:
- The employee shall be supporting one (1) or more dependents where a dependent includes:
- (a) marital partner living with and dependent on the employee for main and continuing support;
 - (b) an unmarried child under eighteen (18) years of age;
 - (c) an unmarried child over eighteen (18) years but under twenty-one (21) years if in full time attendance at school or university or similar educational institution;
 - (d) an unmarried child of any age if physically incapable or mentally disturbed, provided such a child is dependent on the employee for support.

- D30:04** There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement between the marital partners must have

been in existence for at least one (1) year prior to the application for dependent's rate.

D30:05 Where both marital partners are employees of the Regional Health Authority to which ~~this~~ Agreement covering remoteness allowances apply, but subject to Section :06 that follows, the dependent rate shall be paid to one (1) partner only and the other partner will not receive either the dependent or single rate of remoteness allowance.

D30:06 Where both marital partners are employees of the Regional Health Authority to which this Agreement covering remoteness allowances apply, the dependent rate will be paid to the permanent employee, if the other partner is temporary, or the first employee to be hired on a permanent basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the dependent's rate may be divided and equal amounts (to the nearest cent) paid to each employee.

D30:07 Locations and Residence

The remoteness allowance applicable to the location at which the employee has established the employee's 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 headquarters. Where there is doubt as to whether the employee's residence is established in relation to the employee's headquarters the location for remoteness allowance shall be determined by the Employer. Where there is no community in relation to which the employee has a residence, for which an allowance can be established, the nearest community to the designated employee's workplace shall be considered to be the location for the allowance.

D30:08 Hourly Rated Personnel & Employees Hired on an "If, As and When" Basis

Remoteness allowances are to be determined separately from hourly wage rates. Except for employees hired on an "if, as and when" basis, remoteness allowances are to be considered on a daily basis, i.e. 1/10th of the bi-weekly rate, up to the maximum amount for the bi-weekly period, for the following conditions:

- (a) for each day the employee is at work irrespective of the number of hours worked;
or
- (b) for each day that the employee is recognized as being a "standby".

In order to qualify for the daily rate, an employee hired on an "if, as and when" basis is required to work one-half ($\frac{1}{2}$) or greater of the normal working hours, i.e. $7\frac{1}{4}$ or 8 hours in any one day.

D30:09 Limitations

The remoteness allowances for the various communities, for single or dependent's as indicated, represent a maximum bi-weekly allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave during continued employment, and as limited in Section :08 above for hourly-rated employees. They are not payable during periods of absence without pay. They are not included as part of regular earnings.

D30:10 Rates

The bi-weekly remoteness allowances relative to each location at single and dependent rates are attached. Communities in an eligible area for which no allowance has been established may be added to the list in accordance with the Employer formula.

D30:11 Geographic Eligibility

No location will be included for remoteness allowance that is two hundred and fifty (250) kilometres or less from the centre of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of sixty-five (65) kilometres or more by the most direct road to a provincial trunk highway or paved provincial road, and the aggregate distance to the highway or paved road and then to Winnipeg or Brandon totals two hundred (200) or more kilometres. No location having road access and situated south of the fifty-third (53rd) parallel of latitude will be included unless the criterion concerning off-highway access was met.

D30:12 Bunk-houses or Similar Accommodations

- (a) In areas where a remoteness allowance has been established, or can be established in relation to a specific community, where employees are provided with living quarters but are not provided board, such employees shall receive twenty-five percent (25%) of the remoteness allowance applicable to that community. In lieu of the twenty-five percent (25%) of the remoteness allowance, employees in the listed locations will receive the following:

	<u>Effective December 5, 1998</u>
Bissett	\$20.48
God's Lake Narrows	\$43.64
Island Lake	\$42.17
Norway House	\$36.34

- (b) Where such employees are to be stationed under such conditions in a remote location on a semi-permanent basis, i.e. for a period of three (3) months or more, they shall receive in addition twenty-five percent (25%) of the remoteness allowance applicable to that community.
- (c) The rates shall be based on the community closest to the location where accommodation is supplied.
- (d) Employees stationed in a remote area who are provided with room and board shall not receive any form of living or remoteness allowance.

D30:13 A full-time employee eligible for remoteness allowance as provided in this schedule shall be eligible, in each fiscal year (April 1 to March 31), to receive up to a maximum of two (2) days travel time without loss of regular pay.

- D30:14** a) Hourly rates apply to HCA 1, HCA 2, HSW and Mental Health Proctor 1, 2, 3, classifications
- b) Bi-weekly rates apply to all other classifications.

- D31:01** “**Term employee**” means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.
- D31:02** Where the employment of a term employee terminates at the end of a specific term of employment, then:
- (a) the Employer shall not be required to give any notice or payment in lieu thereof;
 - (b) the employee shall not be required to give any notice of resignation.
- D31:03** Where a term employee is laid off, then the following shall apply:
- (a) if the lay-off is at the end of a specific term of employment, no notice of lay-off is required;
 - (b) if the lay-off is prior to the end of a specific term of employment, **an** employee will receive written notice prior to the lay-off or granted payment in lieu thereof based on the following:
 - i) four **(4)** weeks’ notice to an employee with one (1) or more years of full time continuous service or
 - ii) two **(2)** weeks notice to an employee with less than one (1) year of full-time continuous service.
- D31:04** Where **a** term employee is employed in the same position performing the same function for a period of more than twenty-four **(24)** continuous months and where the need for the position is expected to continue, the Employer will convert the position and the employee to regular status.
- D31:05** An employee appointed to a term position shall be informed in writing as to the duration of the term. Failure to comply with the foregoing shall not in itself negate the employee’s status **as** a term employee.

ARTICLE D32 - RECRUITMENT AND PROMOTION
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- D32:01** The preference for filling vacancies shall be as follows:
- (a) promotion; and
 - (b) competition and transfer.
- D32:02** The selection of employees for vacant or new positions shall be on the basis of ability, prior work performance and seniority. Where ability and work performance are equal, seniority shall be the determining factor.
- D32:03** Where an employee is moved from one (1) department to another, the Employer shall inform the departments concerned of the move. The department from which the employee is moved, or within which the employee is moved, shall release the employee from the position within thirty (30) days of being **so** informed, or within one (1) week of obtaining a replacement for the employee, whichever is the earlier.

D32:04 An employee who is notified that he or she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to the Employer. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant.

D32:05 Notwithstanding D32:01, first consideration for filling vacancies or new positions shall be given to persons on the re-employment list.

ARTICLE D33 – CONTRACTING OUT

D33:01 The Employer will give all reasonable consideration to continued employment with the Regional Health Authority of employees who would otherwise become redundant because work is contracted out.

D33:02 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 facilitate potential retraining and/or re-deployment opportunities.

ARTICLE D34 - AMENDMENTS TO THE PAY PLAN

D34:01 During the terms of this Agreement, amendments to the salary schedule resulting from the introduction of a new classification or amendments in respect of exclusions from the terms of this Agreement, shall be determined through negotiations between the parties hereto.

D34:02 If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the Employer shall consult with the Union and may amend the salary schedule to give effect to the required change. In no case shall such pay range be less than that already existing for the classification.

ARTICLE D35 - MERIT INCREASE

D35:01 Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be eligible for a merit increase, the employee will be eligible for a merit increase on the first of the month following the date on which the employee accumulates the necessary regular hours of work. The effective date of the increase shall be the first of the bi-weekly pay period which includes the first of the month.

D35:02 Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is eligible for a merit increase on the employee's anniversary date.

ARTICLE D36 - DISCIPLINARY ACTION
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- D36:01** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating it has been read. Upon signing the employee shall receive a copy of such a report.
- D36:02** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- D36:03** An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.
- D36:04** The person to whom a grievance is made may:
- (a) uphold the disciplinary action; or
 - (b) vary the disciplinary action; or
 - (c) determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- D36:05** No notice or payment in lieu thereof is required where an employee is dismissed.

ARTICLE D37 - RESIGNATIONS

- D37:01** Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.

ARTICLE D38 - RIGHTS OF STEWARDS

- D38:01** The Union shall determine the number of stewards and the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure.
- D38:02** The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- D38:03** For complaints of an urgent nature, a steward shall first obtain the permission of the steward's immediate supervisor before leaving work to investigate such complaint with the employee and supervisor concerned. Such permission shall not be unreasonably

sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor.

D38:04 When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in **salary** shall be made from the steward or employee concerned, provided that each has obtained approval from their **supervisor(s)** for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their **supervisor(s)**.

ARTICLE D39 - TECHNOLOGICAL CHANGE

D39:01 The Regional Health Authority and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public.

D39:02 For purposes of this Article, technological change means the introduction of equipment or material into the Employer's operations which is likely to affect the security of employment of regular employees who are employed on a full-time, year-round basis.

D39:03 Where the Employer intends to introduce technological change, the following procedure will be followed:

- (a) The Employer will provide the Union with one hundred and eighty (180) days' notice prior to the date the change is to be effective;
- (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
- (c) Where retraining is to be provided, it shall be provided during the employees' normal working hours where possible;
- (d) At the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of two (2) worker representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.

article D40 - VIDEO DISPLAY TERMINALS

D40:01 A pregnant VDT Operator may request a job reassignment for the period of pregnancy by forwarding a **written** request to the Employer along with a certificate from a duly qualified medical practitioner certifying she is pregnant. Upon receipt of the request, the Employer, where possible, will assign **the** VDT Operator to **an** alternate position and/or classification or to alternate duties within five (**5**) working days of the request. Where the Employer is unable to accomplish this, the parties will meet without delay in **an** effort to resolve the matter.

D40:02 Where an Operator is of the opinion that the work results in undue eye fatigue, the

employee may request a review of the job duties. The Employer will endeavour to design the job of the Operator in a manner that will, wherever practicable, permit an Operator to be assigned at least ten (10) minutes of alternate duties during any two (2) hour period of continuous operation.

ARTICLE D41 - UNION BUSINESS

D41:01 Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.

ARTICLE D42 - SEXUAL HARASSMENT

D42:01 The Human Resources Director/Manager will endeavour to resolve the matter in an expeditious and confidential manner.

D42:02 The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.

D42:03 The Human Resources Director/Manager, after investigating the complaint, shall have the authority to:

- (a) dismiss the complaint; or
- (b) determine the appropriate discipline; and/or
- (c) take any action which in the ~~Human~~ Resources Director's opinion may be necessary.

D42:04 Where the Human Resources Director/Manager determines that a complaint has been made for frivolous, or vindictive reasons, the Human Resources Director shall have the authority to:

- (a) take disciplinary action against the complainant; and/or
- (b) take any action against the complainant which in the Human Resources Director's opinion may be necessary.

ARTICLE D43 - GRIEVANCE PROCEDURE

D43:01 Notwithstanding A21:01, ~~an~~ employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances.

D43:02 Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.

ARTICLE D44 - DEFERRED SALARY LEAVE PLAN

- D44:01** The terms and conditions of the Deferred Salary Leave Plan will apply to the former Social Sciences Component classifications.
- D44:02** Employees may apply to the employing authority to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the Deferred Salary Leave Plan.
- D44:03** The implementation of the Deferred Salary Leave Plan will become effective the first bi-weekly pay period following the date of notice of a positive tax ruling from Revenue Canada.

APPENDIX "A"

APPLICATION OF BENEFITS TO PART-TIME EMPLOYEES

DEFINITIONS

- 1:01** “**Part-time employee**” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 1:02** “**Casual employee**” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis.
- 1:03** “**Accumulated service**” means the equivalent length of service acquired by an employee by virtue of the employee’s employment; e.g. for an employee in an eight (8) hour per day classification. The figures for seven and one-quarter (7%)hour per day classifications are shown in brackets.
- 8 (7%)hours work equals one (1) day of accumulated service;
 40 (36%)hours work equals one (1) week of accumulated service;
 80 (72 ½) hours work equals one (1) bi-weekly pay period of accumulated service;
 168 (152%)hours work equals one (1) month of accumulated service;
 2,016 (1,827) hours work equals one (1) year of accumulated service.
- (a) For purposes of accumulated service, overtime hours are not included.
 (b) Accumulated service must be continuous service, i.e. there must have been no break in service involving termination of the employee.
- 1:04** “**Calendar service**” is based on continuous service with the employer. Example: one (1) year of continuous employment equals one (1) year of calendar service.

APPLICATION

- 2:01** The Collective Agreement applies to part-time employees effective the first of the bi-weekly pay period following the attainment of 336 (304 ½) hours of accumulated service.
- 2:02** The Collective Agreement does not apply to casual employees.
- 2:03** Management will determine whether an employee is part-time or casual in accordance with 2:02. The parties agree to meet in an effort to resolve any problems which may occur as to whether an employee is part-time or casual.

CONVERSIONS

- 3:01** A part-time employee who is converted to casual is no longer covered by the collective agreement effective the date of the employee’s conversion.

- 3:02** A casual employee who is converted to part-time status must complete the service requirement set out in Article 2 but receives no credit for calendar or accumulated service as a casual employee.
- 3:03** Where a part-time employee who has been covered by the collective agreement has been converted to casual employment and is subsequently reconverted to part-time employment with no break in service, the period of casual employment shall be treated as a period of leave of absence. While this does not affect the continuity of employment, the period of casual employment does not count as calendar or accumulated service for purposes of benefit determination.

GENERAL PRINCIPLES

- 4:01** Where a benefit is to be pro rated for a part-time employee it will be calculated so that if two (2) part-time employees were sharing a full time position the total cost to the Employer of that benefit is no greater than the cost of having the position filled by a full-time employee.
- 4:02** In pro rating a benefit, the factor used shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by 320 (290); i.e. 8 hours x 8 weeks x 5 days.

$$\text{Pro rating factor} = \frac{\text{number of regularly scheduled hours the employee worked in the preceding eight (8) weeks}}{320 (290)}$$

BENEFITS

- 5:01** Part-time employees will only be eligible for the benefits specifically identified in this Section.
- 5:02** Holidays
- (a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:
- i) did not fail to report for work after having been scheduled to work on the day of the holiday; and
 - ii) has not absented himself or herself from work without the consent of the Employer on the employee's regular working day immediately preceding or following the holiday unless the employee's absence is by reason of established illness.
- (b) Where an employee is eligible for holiday pay or time in lieu the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro rating factor.
- (c) Where the Employer requires an employee to work a full shift, i.e. seven and one-quarter (7 ¼) or eight (8) hours as a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half (½) day of compensatory leave with pay to a maximum of four (4) hours.

5:03 Vacation

- (a) Twenty-one (21) days of accumulated service equals one (1) vacation credit, i.e. 1 ¼, 1 2/3, 2 1/12, or 2 ½ days.
- (b) An employee begins accumulating service on the first day of the month following the date of appointment unless the employee has been appointed on the first of a month.
- (c) Long service vacation eligibility is based on calendar service.

5:04 Sick Leave

- (a) Ten (10) days of accumulated service equals one (1) sick leave credit; i.e. ½ or 1 day
- (b) An employee starts accumulating service on the bi-weekly pay period following the date of appointment unless the employee has been appointed on the first day of a bi-weekly pay period.
- (c) Calendar service is used to determine eligibility for receiving sick leave credits at a higher rate, i.e. one (1) day per bi-weekly pay period rather than one-half (½) day per bi-weekly pay period.
- (d) Part-time employees are not eligible for additional sick leave extensions as provided under D13:04 of Article D13 - Sick Leave.

5:05 Compassionate, Court, Paternity, Adoptive Parent and Parental Leaves

- (a) These types of paid leave will be pro rated by multiplying the number of days the employee would qualify for by the pro rating factor.
- (b) In the case of adoptive parent leave and parental leave without pay, an employee is eligible for the full calendar time benefit, i.e. seventeen (17) weeks.

5:06 Maternity Leave

- (a) Regular part-time employees are eligible for maternity leave Plan A or Plan B.
- (b) To qualify for maternity leave, calendar service is used, i.e. nine (9) months.
- (c) An employee who qualifies is eligible for the full calendar time leave provided under the Agreement, i.e. seventeen (17) weeks.
- (d) For Plan A, the application of ten (10) days sick leave towards the Employment Insurance waiting period will be calculated by multiplying the number of days accumulated sick leave the employee **has** (up to ten [10] days) by the pro rating factor.
- (e) For Plan B, Employer payments will be based on the difference between the percentage of weekly earnings covered by Employment Insurance and ninety-three percent (93%) of the weekly earnings. Weekly earnings will be as determined by Human Resources Development Canada (HRDC) and will be subject to the Employment Insurance maximum.

5:07 Workers Compensation

An employee who is eligible for Workers Compensation may use accumulated sick leave to supplement Workers Compensation in accordance with Article D14 - Workers Compensation.

5:08 Bridging of Service

Calendar service shall be the basis for determining eligibility for this benefit, i.e. four (4) years.

5:09 Severance Pay

Accumulated service is the basis for meeting the minimum service requirement, i.e. three (3) or nine (9) years and for the calculation of severance pay. Example: ten and one-half (10 1/2) years accumulated service multiplied by one (1) week's pay equals ten and one-half (10 1/2) weeks of severance pay.

5:10 Remoteness Allowance

Refer to Article D30 - Remoteness Allowance.

5:11 Notice of Lay-off, Resignation or Termination

- (a) The period of notice required to be given by the employee or the Employer is the same as that applicable to full-time employees.
- (b) Pay in lieu of notice shall be calculated by multiplying the number of weeks notice by the pro rating factor.

5:12 Merit Increases

Eligibility for merit increases will be based on calendar service provided the employee has received pay for at least **416 (377)** hours exclusive of overtime.

5:13 Overtime

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. **8 (or 7 1/4)** hours.
- (b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a part-time employee only has two (2) "days of rest" per week.
- (c) Certain shift configurations may require working more than five (5) days per week without payment of overtime.

5:14 Shift Premium

An employee must work an entire **8 (or 7 1/4)** hour shift in order to qualify for shift premium.

5:15 Qualification Pay

Qualification pay shall be calculated by multiplying the pay an employee is eligible for by the pro rating factor.

5:16 Probation

The period of probation is based on calendar service. Notwithstanding any provision of the collective agreement, this period may be extended by the Employer for any reason provided twelve (12) months probation is not exceeded.

5:17 Seniority

Seniority is based on accumulated service.

5:18 Lay-off

Accumulated service is used for purposes of lay-off.

5:19 Dental Plan

A part-time employee who has met the eligibility criteria for the Dental Plan shall be eligible for single coverage of dental expenses only. No coverage for a spouse or dependents will be provided. For purposes of eligibility determination, accumulated hours are used.

- (a) A regular employee requires 1,040 (942.5) hours.**
- (b) A term employee requires 2,080 (1,885) hours.**

APPENDIX "B"

PRIVATELY OWNED VEHICLES

1:01 Reimbursement Rates

An allowance for the use of a privately owned vehicle, for travel on Regional Health Authority business, when authorized by the Employer, shall be paid in accordance with the location of the employee's residence as follows:

	For Employees Resident	
	<u>South of 53</u>	<u>North of 53</u>
(a) Distance up to 10,000 kilometres per year January 1, 1999	31.3¢/km	35.0¢/km
(b) Distance over 10,000 kilometres per year January 1, 1999	24.6¢/km	27.6¢/km
(c) The use of a privately owned motorcycle, when authorized by the Employer, shall be reimbursed at the following rates: January 1, 1999	15.6¢/km	17.4¢/km
(d) Distance is that accumulated in the fiscal year - April 1 to March 31.		

1:02 The above allowance covers all costs relative to the operation of the vehicle except bridge, ferry or highway tolls and parking, as authorized, which may be claimed as incurred.

1:03 Residence to Work Location

- (a) Transportation of an employee between the employee's residence and headquarters may not be claimed except where the employee has been called back to return to work:
- i) outside of the employee's normal hours on the employee's regular working day or shift; or
 - ii) on the employee's day of rest.
- (b) Where an employee is assigned to a work location which is outside the headquarters area to which the employee would otherwise relate, the additional distance to travel to that work location over that which would otherwise be incurred in travel from the employee's residence to the employee's headquarters may be claimed.

1:04 Special Areas

- (a) When authorized by the Employer, the use of a privately owned vehicle for travel on Regional Health Authority business in the vicinity of towns which are in those areas covered by remoteness allowances and which also do not have road access to a provincial trunk highway, will be paid for at the following rate:
January 1, 1999 **\$16.20/day plus 19.9¢/km**
- (b) Where this rate has been authorized, it will be in lieu of the normal rate for use of privately-owned vehicles for travel on Regional Health Authority business.

1:05 The official rates throughout these Articles are those expressed in kilometres and cents per kilometer (¢/km). **An** employee converting mileage to kilometres for the purpose of filing a claim should multiply the total number of miles at the end of the month or expense claim period by 1.6. The resultant figure should be rounded to the nearest

kilometer.

APPENDIX "C"

MEA AND TIS NEOUS E SES

MEALS - ELIGIBILITY FOR CLAIMS

1:01 Breakfast • An employee is expected to have had breakfast before the start of the day's work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:

- (a) the employee is in travel status; or
- (b) the employee has been travelling for more than one (1) hour on Regional Health Authority business before the recognized time for the start of the employee's day's work.

1:02 Luncheon • **An** employee is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in **the** area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern, when cost of luncheon may be claimed, occur when:

- (a) the employee is in travel status; or
- (b) the employee is away from the employee's normal place of work and outside the headquarter area which would cause the employee to disrupt the employee's normal mid-day or mid-shift meal arrangements.

The inability of the employee to return to the employee's home or residence does not constitute grounds for claim for the cost of a purchased meal.

1:03 Dinner - An employee may only claim for the cost of a dinner meal when:

- (a) the employee is in travel status; or
- (b) the employee has been travelling on Regional Health Authority business and not expected to arrive back to the employee's residence before 7:30 p.m. were a meal break not taken.

Any extension of working hours at the normal place of work is covered under Article 3 • Meal Allowances During Overtime Work. No other meal claims except as provided in this Article shall be paid.

MEAL EXPENSES - TRAVEL WITHIN THE PROVINCE

2:01 An employee who is eligible may claim the actual maximum amounts:

	<u>Individual Meals</u>		
	<u>Breakfast</u>	<u>Luncheon</u>	<u>Dinner</u>
(a) In areas covered by remoteness allowance January 1, 1999	\$5.65	\$7.40	\$12.80
(b) In all other areas			

January 1, 1999 \$5.15 \$6.90 \$11.95
2:02 For each **full** day in travel status an eligible employee may claim a Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals as follows:

<u>Per Diem Allowance</u>		<u>Per Diem Allowance</u>	
In areas covered by remoteness allowance:		In all other areas:	
January 1, 1999	\$25.90	January 1, 1999	\$23.95

2:03 Where no overnight accommodation is involved only the appropriate individual expenses under 2:01 may be claimed.

2:04 Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maxima may be claimed if supported by a receipt.

MEAL ALLOWANCE IN CONNECTION WITH WORK

3:01 Extension of Working Day
 Where an employee's working day has been extended beyond the standard working day or shift at the normal place of work by EITHER

- (a) at least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at the following rate
 January 1, 1999 - \$3.40 per day
- (b) at least three and a half (3 1/2) hours, exclusive of a dinner or supper break, an allowance equivalent to that payable for "Luncheon" in the appropriate area as shown in Article 2 -Meal Expenses - Travel Within The Province, shall be paid.

3:02 To qualify for the above, employees in the category of office personnel must have been at work on the day for which the allowance is claimed for a total (exclusive of lunch or dinner/supper periods) of not less than:

- (a) nine and one-quarter (9 1/4) hours; or
- (b) ten and three-quarters (10 3/4) hours.

3:03 An employee in travel status is not entitled to either of the above allowances.

3:04 Special Emergencies
 Where special circumstances arise, (Example: flood control, fire duties, etc.) and an employee is required to work extended hours in connection with that emergency, with the authority of the Employer, the employee may claim the cost of purchased meals appropriate to the period worked, as provided for under Article 2 - Meal Expenses - Travel Within The Province.

ENTITLEMENT

4:01 An employee who is in travel status may claim an incidentals allowance for each night of:

(a) commercial accommodation
January 1, 1999 - **\$3.15**

(b) non-commercial accommodation
January 1, 1999 - \$2.10

4:02 The incidentals allowance covers reimbursement for all incidental expenses except as provided in Article **5 - Miscellaneous Expenses During Travel.**

MISCELLANEOUS EXPENSES DURING EI

5:01 **Gratuities**

No gratuities may be claimed. Allowance is made for these in either the individual meal allowances, the per diem allowances, or as part of the claim for meals during travel outside the province.

5:02 **Laundry**

- (a) Laundry charges must be supported by receipts and may only be claimed where the employee is travelling on Regional Health Authority business and overnight away-from-home accommodation is involved for a period in excess of four (4) consecutive nights.
- (b) No claim may be made where special reimbursement arrangements have been made, such **as** a weekly or monthly allowance for living costs.

5:03 **Parking**

- (a) **An** employee may claim parking expenses as follows:
- i) short-term parking, when the employee is away from the workplace; and
 - ii) overnight parking where it is not provided with accommodation.
- (b) Parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs i.e. limousine, taxi or bus, as available.

5:04 **Telephone and Telegram**

- (a) Charges for telephone calls and telegrams necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned or telegraphed and the city or town involved.
- (b) An employee is entitled to claim the cost of long distance telephone calls up to **a** maximum of four dollars and **fifty** cents (**\$4.50**) for each period of three (**3**) consecutive nights away from the employee's residence on Regional Health Authority business and overnight accommodation is involved.

TRAVEL STATUS - RETURN HOME OVER A WEEKEND

6:01 Provided that work schedules permit, an employee in travel status may return home over a weekend and shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the employee in travel status over the weekend.

6:02 If travel is by Regional Health Authority vehicle this cost should be evaluated at the per kilometer rate applicable for personal distance travelled for that class of vehicle.

- 7:01** Employees travelling on Regional Health Authority business are entitled to standard hotel room accommodation with a bath when available.
- 7:02** The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of the Employer, be reasonable considering all relevant circumstances.
- 7:03** No accommodation expenses are claimable when the Regional Health Authority provides a caboose, trailer or other suitable accommodation.

DEFINITIONS

- 8:01** “**Travel Status**” means absence of the employee ~~from~~ the employee’s headquarters area on Regional Health Authority business involving travel and accommodation with the approval of the Employer.
- 8:02** “**Headquarters Area**” means:
- (a) a metropolitan or urban area of not less ~~than~~ twenty-four **(24)** kilometres (15 miles) in diameter;
 - (b) a patrol area or territory of comparable size to a metropolitan area;
 - (c) in all other cases, an area twenty-four (24) kilometres (15 miles) around the employee’s headquarters.
- 8:03** “**Employee’s Headquarters**” means the workplace where the employee is normally stationed or required to use as the employee’s base of operations on a continuing basis in relation to which the employee has established a residence.

APPENDIX "D"

HOUR] BENEFIT CALCULATION

The parties recognize the desirability and necessity of standardizing all benefit calculations to an hourly based calculation system. To the extent possible, the standardization will be accomplished within the following parameters:

cost

In aggregate, the standardization should be:

- (a) benefit cost neutral to the Employer. It is intended that there will be no additional benefit cost or saving to the Employer.
- (b) benefit neutral to existing employees. It is intended that there will be no improvement to or reduction of benefits.

Equity

All employees will be treated equitably regardless of work frequency and other variables. By basing the benefit calculations on regular hours worked, all employees will receive credit for all hours worked regardless of bi-weekly pay period and month boundaries. For example, criteria specifying the employee must start or end work on the first working day of the month or bi-weekly to receive credit will no longer apply.

Clear and Consistent Interpretation and Standard Application of Benefits

One standardized calculation for service, which will apply to all employees covered by the collective agreement, will be established. The same rules for calculating service will be applied to sick leave, vacation, seniority, leave and benefit eligibility, and severance. By changing to one common service calculation for all benefits, the term "service" will be standardized, a consistent method of calculating service will be provided and the calculations will be simplified.

Ease of Understanding and Accuracy of Benefit Calculations

Basing the benefit calculations on regular hours worked, having one service for all benefits and treating all employees the same will reduce the complexity of the calculations and the potential for error. This will not only enhance the accuracy of the calculations, it will also increase the understanding of employees and will minimize the potential for disputes regarding the accrual of benefits.

As these parameters are applicable on an aggregate basis, there may be some impact on individual employees. However, within the aggregate parameters the standardization will be designed to minimize the impact on individual employees.

Notwithstanding any Article of the Agreement, all benefit calculation and accumulation provisions will be adjusted in accordance with the following guidelines:

All existing benefit balances, accrual rates, service criteria for benefit eligibility and service calculations shall be converted to hours.

An employee will receive up to a maximum of one (1) year's service within a given year. The one (1) year of service is based on the established number of hours of either 1,885 or 2,080

depending upon the employee's classification.

The calculation of accumulated service will be based on hours and will include the following:

- (a) regular;
- (b) leaves with pay or part pay;
- (c) maternity leave plans A and B;
- (d) parental leave;
- (e) Workers Compensation;
- (f) sick leave without pay required to satisfy the elimination period of the LTD plan.

The following periods of accumulated service are not eligible hours for benefit accrual:

- (a) maternity leave;
- (b) parental leave;
- (c) sick leave without pay required to satisfy the elimination period of the LTD plan.

All leaves of absence without pay will affect service in the same way. For example, periods of eligibility/ineligibility for all leave types will be standardized and will be applied consistently to all benefits.

When an employee changes from a seven and one-quarter (7 1/4) hour/day classification to an eight (8) hour/day classification, all hours accumulated would be converted as if the employee has always worked in an eight (8) hour/day classification. Similar conversion would be done if the employee changes from eight (8) to seven and one-quarter (7 1/4). This will ensure no loss or gain in benefit results from conversion.

Service accumulation will commence on the first day of employment and will cease on the last day at work.

Service accumulation will cease the first day of commencing a status in which the employee is not eligible for accumulation and will re-commence when the employee becomes eligible to accumulate.

In calculating earned benefits, amounts will be rounded down to the nearest one-half (1/2) hour.

The parties recognize the necessity of implementation proceeding without delays because of the systems related deadlines such as the impact of the year 2000. The implementation of this memorandum is not subject to individual grievances or arbitrations. However, the Union retains the ability to file a policy grievance if in its opinion the implementation of hour based benefit calculations is not in accordance with this memorandum. Following implementation of the new calculation system the parties will meet to review if the changes have produced an unexpected adverse effect. In the event such effects have occurred, the parties will take steps to attempt to ameliorate those effects including reviewing other positive effects that may ensure in aggregate it is cost/benefit neutral.

Any concerns will be reviewed by a two (2) person committee (one (1) appointed by each party) who will seek to resolve concerns consistent with the principles/concepts set out above.

Final conversion to the hour based calculation methodology will be effective when the new

Human Resource Management System is implemented. Employees will be advised of the conversion at least three (3) months prior to the date of implementation.

For the Employer

For the MGEU

Date

APPENDIX "E"

REMOTENESS ALLOWANCE - Effective August 12, 2000

<u>Location</u>	<u>Dependent</u>		<u>Single</u>	
	<u>Bi-weekly</u>	<u>Hourly</u>	<u>Bi-weekly</u>	<u>Hourly</u>
Berens River	\$204.90	\$2.56	\$117.47	\$1.47
Bissett	\$135.92	\$1.70	\$80.37	\$1.00
Bloodvein River	\$207.96	\$2.60	\$119.45	\$1.49
Brochet	\$244.77	\$3.06	\$140.93	\$1.76
Churchill	\$197.86	\$2.47	\$120.06	\$1.50
Cormorant	\$115.52	\$1.44	\$73.68	\$0.92
Cranberry Portage	\$98.98	\$1.24	\$62.37	\$0.78
Crane River	\$121.95	\$1.52	\$88.61	\$1.11
Cross Lake	\$220.30	\$2.75	\$127.35	\$1.59
Dauphin River (Anama Bay)	\$136.67	\$1.71	\$96.98	\$1.21
Easterville	\$101.07	\$1.26	\$63.81	\$0.80
Flin Flon	\$85.65	\$1.07	\$53.29	\$0.67
Gillam	\$176.01	\$2.20	\$106.50	\$1.33
God's Lake Narrows	\$242.77	\$3.03	\$139.57	\$1.74
God's River	\$245.91	\$3.07	\$141.71	\$1.77
Grand Rapids	\$98.26	\$1.23	\$60.75	\$0.76
Ilford	\$262.96	\$3.29	\$150.52	\$1.88
Island Lake/Garden Hill	\$226.18	\$2.83	\$129.19	\$1.61
Jen Peg	\$160.63	\$2.01	\$96.02	\$1.20
Lac Brochet	\$266.72	\$3.33	\$153.00	\$1.91
Leaf Rapids	\$135.86	\$1.70	\$84.32	\$1.05
Little Grand Rapids	\$217.98	\$2.72	\$123.61	\$1.55
Lynn Lake	\$140.30	\$1.75	\$84.95	\$1.06
Manigotagan	\$135.92	\$1.70	\$80.37	\$1.00
Matheson Island	\$138.57	\$1.73	\$98.27	\$1.23
Moose Lake	\$146.73	\$1.83	\$90.71	\$1.13
Negginan/Poplar Point	\$208.33	\$2.60	\$119.81	\$1.50
Nelson House	\$150.01	\$1.88	\$91.59	\$1.14
Norway House	\$195.97	\$2.45	\$112.05	\$1.40
Oxford House	\$238.13	\$2.98	\$136.23	\$1.70
Pikwitonie	\$192.12	\$2.40	\$115.06	\$1.44
Pukatawagan	\$158.31	\$1.98	\$97.24	\$1.22
Red Sucker Lake	\$241.51	\$3.02	\$138.51	\$1.73
St. Therese Point	\$226.18	\$2.83	\$129.19	\$1.61
Shamattawa	\$258.46	\$3.23	\$150.08	\$1.88
Sherridon	\$156.45	\$1.96	\$95.98	\$1.20
Snow Lake	\$117.54	\$1.47	\$73.06	\$0.91
Southern Indian Lake	\$248.94	\$3.11	\$143.59	\$1.79
Split Lake	\$259.00	\$3.24	\$147.83	\$1.85
Tadoule Lake	\$270.82	\$3.39	\$155.89	\$1.95
The Pas	\$80.39	\$1.00	\$49.12	\$0.61
Thicket Portage	\$191.70	\$2.40	\$114.77	\$1.43
Thompson	\$127.98	\$1.60	\$89.90	\$1.12
Wabowden	\$164.25	\$2.05	\$112.09	\$1.40
Waterhen	\$101.47	\$1.27	\$63.47	\$0.79

York Landing	\$261.26	\$3.27	\$152.17	\$1.90
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APPENDIX "E"

REMOTENESS ALLOWANCE - Effective March 24, 2001

<u>Location</u>	<u>Dependent</u>		<u>Single</u>	
	<u>Bi-weekly</u>	<u>Hourly</u>	<u>Bi-weekly</u>	<u>Hourly</u>
Berens River	\$209.61	\$2.62	\$120.17	\$1.50
Bissett	\$139.04	\$1.74	\$82.22	\$1.03
Bloodvein River	\$212.74	\$2.66	\$122.19	\$1.53
Brochet	\$250.39	\$3.13	\$144.17	\$1.80
Churchill	\$202.41	\$2.53	\$122.82	\$1.54
Cormorant	\$118.17	\$1.48	\$75.37	\$0.94
Cranberry Portage	\$101.25	\$1.27	\$63.81	\$0.80
Crane River	\$124.76	\$1.56	\$90.65	\$1.13
Cross Lake	\$225.37	\$2.82	\$130.28	\$1.63
Dauphin River (Anama Bay)	\$139.82	\$1.75	\$99.21	\$1.24
Easterville	\$103.40	\$1.29	\$65.28	\$0.82
Flin Flon	\$87.62	\$1.10	\$54.51	\$0.68
Gillam	\$180.06	\$2.25	\$108.95	\$1.36
God's Lake Narrows	\$248.35	\$3.10	\$142.78	\$1.78
God's River	\$251.56	\$3.14	\$144.97	\$1.81
Grand Rapids	\$100.52	\$1.26	\$62.14	\$0.78
Ilford	\$269.01	\$3.36	\$153.99	\$1.92
Island Lake/Garden Hill	\$231.38	\$2.89	\$132.17	\$1.65
Jen Peg	\$164.33	\$2.05	\$98.23	\$1.23
Lac Brochet	\$272.85	\$3.41	\$156.52	\$1.96
Leaf Rapids	\$138.99	\$1.74	\$86.25	\$1.08
Little Grand Rapids	\$222.99	\$2.79	\$126.45	\$1.58
Lynn Lake	\$143.53	\$1.79	\$86.90	\$1.09
Manigotagan	\$139.04	\$1.74	\$82.22	\$1.03
Matheson Island	\$141.75	\$1.77	\$100.53	\$1.26
Moose Lake	\$150.10	\$1.88	\$92.80	\$1.16
Negginan/Poplar Point	\$213.13	\$2.66	\$122.57	\$1.53
Nelson House	\$153.46	\$1.92	\$93.70	\$1.17
Norway House	\$200.47	\$2.51	\$114.63	\$1.43
Oxford House	\$243.61	\$3.05	\$139.37	\$1.74
Pikwitonie	\$196.54	\$2.46	\$117.70	\$1.47
Pukatawagan	\$161.95	\$2.02	\$99.47	\$1.24
Red Sucker Lake	\$247.06	\$3.09	\$141.70	\$1.77
St. Therese Point	\$231.38	\$2.89	\$132.17	\$1.65
Shamattawa	\$264.41	\$3.31	\$153.54	\$1.92
Sherridon	\$160.05	\$2.00	\$98.19	\$1.23
Snow Lake	\$120.25	\$1.50	\$74.74	\$0.93
Southern Indian Lake	\$254.66	\$3.18	\$146.89	\$1.84
Split Lake	\$264.96	\$3.31	\$151.23	\$1.89
Tadoule Lake	\$277.05	\$3.46	\$159.48	\$1.99
The Pas	\$82.24	\$1.03	\$50.25	\$0.63
Thicket Portage	\$196.11	\$2.45	\$117.41	\$1.47
Thompson	\$130.92	\$1.64	\$91.97	\$1.15
Wabowden	\$168.03	\$2.10	\$114.67	\$1.43

Waterhen	\$103.81	\$1.30	\$64.93	\$0.81
York Landing	\$267.27	\$3.34	\$155.67	\$1.95

APPENDIX "E"

REMOTENESS ALLOWANCE - Effective March 23, 2002

<u>Location</u>	<u>Dependent</u>		<u>Single</u>	
	<u>Bi-weekly</u>	<u>Hourly</u>	<u>Bi-weekly</u>	<u>Hourly</u>
Berens River	\$214.43	\$2.68	\$122.94	\$1.54
Bissett	\$142.24	\$1.78	\$84.11	\$1.05
Bloodvein River	\$217.63	\$2.72	\$125.00	\$1.56
Brochet	\$256.15	\$3.20	\$147.49	\$1.84
Churchill	\$207.06	\$2.59	\$125.65	\$1.57
Cormorant	\$120.89	\$1.51	\$77.10	\$0.96
Cranberry Portage	\$103.58	\$1.29	\$65.27	\$0.82
Crane River	\$127.63	\$1.60	\$92.74	\$1.16
Cross Lake	\$230.55	\$2.88	\$133.28	\$1.67
Dauphin River (Anama Bay)	\$143.03	\$1.79	\$101.49	\$1.27
Easterville	\$105.78	\$1.32	\$66.78	\$0.83
Flin Flon	\$89.63	\$1.12	\$55.77	\$0.70
Gillam	\$184.20	\$2.30	\$111.46	\$1.39
God's Lake Narrows	\$254.06	\$3.18	\$146.06	\$1.83
God's River	\$257.35	\$3.22	\$148.30	\$1.85
Grand Rapids	\$102.83	\$1.29	\$63.57	\$0.79
Ilford	\$275.20	\$3.44	\$157.53	\$1.97
Island Lake/Garden Hill	\$236.70	\$2.96	\$135.21	\$1.69
Jen Peg	\$168.11	\$2.10	\$100.49	\$1.26
Lac Brochet	\$279.13	\$3.49	\$160.12	\$2.00
Leaf Rapids	\$142.19	\$1.78	\$88.24	\$1.10
Little Grand Rapids	\$228.12	\$2.85	\$129.36	\$1.62
Lynn Lake	\$146.83	\$1.84	\$88.90	\$1.11
Manigotagan	\$142.24	\$1.78	\$84.11	\$1.05
Matheson Island	\$145.01	\$1.81	\$102.84	\$1.29
Moose Lake	\$153.56	\$1.92	\$94.93	\$1.19
Negginan/Poplar Point	\$218.03	\$2.73	\$125.39	\$1.57
Nelson House	\$156.99	\$1.96	\$95.85	\$1.20
Norway House	\$205.08	\$2.56	\$117.26	\$1.47
Oxford House	\$249.21	\$3.12	\$142.57	\$1.78
Pikwitonie	\$201.06	\$2.51	\$120.41	\$1.51
Pukatawagan	\$165.68	\$2.07	\$101.76	\$1.27
Red Sucker Lake	\$252.75	\$3.16	\$144.96	\$1.81
St. Therese Point	\$236.70	\$2.96	\$135.21	\$1.69
Shamattawa	\$270.49	\$3.38	\$157.07	\$1.96
Sherridon	\$163.73	\$2.05	\$100.44	\$1.26
Snow Lake	\$123.01	\$1.54	\$76.46	\$0.96
Southern Indian Lake	\$260.52	\$3.26	\$150.27	\$1.88
Split Lake	\$271.05	\$3.39	\$154.71	\$1.93
Tadoule Lake	\$283.42	\$3.54	\$163.15	\$2.04
The Pas	\$84.13	\$1.05	\$51.41	\$0.64
Thicket Portage	\$200.62	\$2.51	\$120.11	\$1.50
Thompson	\$133.93	\$1.67	\$94.08	\$1.18

Wabowden	\$171.90	\$2.15	\$117.31	\$1.47
Waterhen	\$106.19	\$1.33	\$66.42	\$0.83
York Landing	\$273.42	\$3.42	\$159.25	\$1.99

MEMORANDUM OF AGREEMENT

SUBJECT: VISION CARE PLAN

The parties agree to implement a Vision Care Plan effective July 1, 1998 as follows:

- (a) Eligibility requirements for employees and dependents will be the same as those in effect for the Dental Plan.
- (b) Co-insurance will be 80%/20%.
- (c) The maximum payment under the Plan will be up to one hundred and ~~fifty~~ dollars (\$150.00) every twenty-four (24) months for an employee or dependent. This amount will increase to one hundred and ninety dollars (\$190.00) effective April 1, 1999.
- (d) Coverage will include prescription lenses and eye examinations.
- (e) The fee guide will be the 1998 **optometrist/ophthalmologist** suggested fee guide. Effective January 1, 1999 the 1999 fee guide will be implemented.

This plan will cover former civil service positions and incumbents.

Employees hired after April 1, 1997, employed in classifications covered by Part D will receive benefits under the HEBP.

For the Employer

For the MGEU

Date

LETTER OF INTENT

SUBJECT: JOB SHARING

Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position may be restructured in a manner that would accommodate the employment of two (2) or more employees on a part-time basis.

The Regional Health Authority will endeavour to inform the Union of existing job share situations within the bargaining unit within sixty (60) days of the signing of this Agreement.

The Regional Health Authority will inform the Union of new job share arrangements within the bargaining unit **as** they are brought to its attention.

It is also agreed that the Regional Health Authority will consult with the Union during the life of this collective agreement on the subject of job sharing **and** its impact on the bargaining unit.

For the Employer

For the MGEU

Date

FLEXIBLE HOURS GUIDELINES

The Employer policy regarding flexible hours for “office” employees shall apply for the duration of this Agreement and is attached for informational purposes only.

The Employer may determine the most suitable arrangements of hours of work for “office” employees in accordance with the following guidelines:

- (a) The office must remain open during the hours 8:30 a.m. to 4:30 p.m. with an extension to 5:00 p.m. where it is deemed necessary to provide service to the public.
- (b) Variations in employees’ hours of work may occur as a result of staggered starting or finishing times or an alteration in the time allowed for lunch.
- (c) The earliest starting time is 7:30 a.m., the latest finishing time is 6:00 p.m. and the minimum allowable lunch period is forty-five (45) minutes.
- (d) Varied starting or finishing times must comprise a minimum of thirty (30) minutes prior to or after established office hours.
- (e) Service to the public must not be downgraded by the change in hours.
- (f) Employees must work seven and one-quarter (7 $\frac{1}{4}$) hours per work day and thirty-six and one-quarter (36 $\frac{1}{4}$) hours per week exclusive of lunch periods.
- (g) All employees must be present at work during a core period of 10:00 a.m. to 3:00 p.m., less lunch periods.
- (h) The normal work week continues to be Monday to Friday inclusive.

Clerical

APPLICATION

- 1:01** The following shall apply to all employees in the bargaining unit who are incumbents in classifications listed in the attached Component *salary* schedule.

HOURS OF WORK

- 2:01** All employees, except where otherwise specified within the provisions of this Component Agreement, shall work thirty-six and one-quarter (36%) hours per week.
- 2:02** **Regular Work Day and Regular Work Week**
Employees shall work seven and one-quarter (7%) consecutive hours per work day exclusive of meal periods and thirty-six and one-quarter (36%) hours per work week. Alterations to the foregoing shall only be by written mutual consent of both the parties to this Collective Agreement. This provision does not relate to the times of work in 2:03, or the days of work in 2:04.
- 2:03** **Times of Work**
Normal office hours shall be between 8:30 a.m. and 5:00 p.m., except for Storekeepers and Stores Clerks. Where the necessity to provide service to the public creates a need to set different times of work, the Employer, after meaningful consultation with the Union, may set different times of work. This provision does not relate to the work day and work week in 2:02, or the days of work in 2:04.
- 2:04** **Days of Work**
The days of work shall be Monday to Friday inclusive except where it is necessary to provide service to the public on Saturdays, when sufficient staff may be maintained at the discretion of the Employer.
- 2:05** Normal hours of work for Storekeepers and Stores Clerks shall be determined by operational requirement, subject to the provisions of 2:02 and 2:04.
- 2:06** Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day at such times as may be specified by the employees' immediate supervisor.
- 2:07** Switchboard Operators shall, where necessary, be assigned shift duties to cover operations up to twenty-four (24) hours per day and seven (7) days per week.

OVERTIME

- 3:01** A supervisory official, authorized to do so by the Employer, may require employees under his or her authority to work overtime.
- 3:02** Every reasonable effort shall be made to ensure that all overtime work is distributed equitably amongst employees who are able to perform the required duties.

- 3:03** An employee who is required to work overtime on the employee's regular work day shall receive compensation at time and one-half (1 ½x) for all overtime worked.
- 3:04** An employee who is required to work on the employee's day of rest shall receive compensation at double time (2x) for all time worked.
- 3:05** An employee, if called out or scheduled to work additional hours, shall receive for the work a minimum payment equivalent to three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 3:06** At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable rate or by granting the employee equivalent time off in lieu thereof.
- 3:07** All time off in lieu thereof shall be granted at a time mutually agreeable to the employee and the authorized supervisory official.
- 3:08** Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the authorized supervisory official within sixty (60) calendar days following the end of the bi-weekly pay period in which the overtime was worked. Where mutual agreement has not been reached within this sixty (60) day period, the employee shall receive payment based on the rate at which he was being Paid when the overtime was worked.

Social Sciences

APPLICATION

- 1:01** The following shall apply to all employees in the bargaining unit who are incumbents in classifications listed in the attached Component Agreement salary schedule.

HOURS OF WORK

- 2:01** All employees within this Component Agreement shall work thirty-six and one-quarter (36%) hours of work.
- 2:02** Employees shall work seven and one-quarter (7%) consecutive hours per work day exclusive of meal periods and thirty-six and one-quarter (36%) hours per week. Normal office hours shall be 8:30 a.m. to 5:00 p.m. from Monday to Friday, inclusive; but where it is necessary to provide service to the public on Saturday, sufficient staff for that purpose shall be maintained on Saturday at the discretion of the employing authority.
- 2:03** Where the nature of the work, the exigencies of the service or existing regulations are such that it is not possible to observe the hours prescribed in 2:02, the employing authority may set different hours of work.
- 2:04** Any variations to a work day or work week other than those described in this Article shall only be instituted with the mutual consent of the parties.
- 2:05** Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day, at such time ~~as~~ may be specified by the employing authority.

OVERTIME

- 3:01** ~~An~~ employing authority or ~~other~~ supervisory official authorized to do so by the employing authority may require employees under his or her authority to work overtime.
- 3:02** ~~An~~ employee who is required to work overtime on a regular work day is entitled to compensation at time and one-half (1 1/2x) for all overtime worked. Daily overtime will be paid after eight (8) hours per day. Employees shall be compensated at straight time rates for overtime worked between seven and one-quarter (7%) and eight (8) hours daily.
- 3:03** ~~An~~ employee who is required to work on the employee's first day of rest is entitled to compensation at time ~~and~~ one-half (1 1/2x) for the first four (4) hours of overtime on that day and double time (2x) for any hours worked thereafter.
- 3:04** ~~An~~ employee who is required to work on the employee's second day of rest is entitled to compensation at double time (2x) for all time worked.
- 3:05** An employee, if called out or scheduled to work overtime shall receive for the work, compensation for a minimum of three (3) hours at the applicable overtime rate provided

that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.

- 3:06** At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate or by granting the employee the equivalent time off in lieu of payment.
- 3:07** An employee, upon an approved request to take a regular working day of time off from the overtime accumulation standing to the employee's credit at the time, shall receive time off at the rate of seven and one-quarter (7 $\frac{1}{4}$) hours from the overtime accumulation standing to the employee's credit for each such day off requested and granted.
- 3:08** Where an employee has chosen to receive time off in lieu of payment for overtime, arrangements in respect thereof shall be completed to the mutual agreement of the employee and the authorized supervisor within sixty (60) calendar days following the end of the bi-weekly pay period in which the overtime was worked. Where mutual agreement has not been reached within the sixty (60) calendar day period, the employee shall receive payment. When payment is made, it shall be at the rate of pay in effect for the employee at the time when the overtime was worked.
- 3:09** All time off in lieu shall be granted at a time mutually agreeable to the employee and the employing authority or authorized supervisory official.

PROFESSIONAL DEVELOPMENT

- 4:01** The parties recognize the desirability of ongoing staff development, the purpose of which is to improve services to meet the needs of students and the community.
- 4:02** Educational leave policies and practices shall be as set forth **from** time to time.

Salary Schedules

SALARY SCHEDULE

Effective April 1, 1999 to March 21, 2000

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>		
*Home Support Workers (HSW)	8,42	8,58	8,74	8,95	9,13			
Home Care Attendant 1 (HCA1)	<u>9,14</u>	9,33	9,53	9,73				
Home Care Attendant 2 (HCA2)	10,66	10,89	11,13	11,37				
Mental Health • Proctor 1	6,18							
Mental Health • Proctor 2	8,36	8,57	8,78	8,99				
Mental Health • Proctor 3	10,93	11,20	11,47	11,75				
Accounting Clerk (AK1)	15,491	15,903	16,336	16,758	17,242	17,726		
Admin. Secretary 1 (AY1)	11,588	11,845	12,185	12,515	12,854			
Admin. Secretary 2 (AY2)	13,112	13,411	13,751	14,101	14,502	14,873		
Admin. Secretary 3 (AY3)	14,976	15,378	15,800	16,223	16,665	17,129		
Clerk 1 (CL1)	10,444	10,733	11,021	11,340				
Clerk 2 (CL2)	12,370	12,669	12,988	13,359	13,699	14,101		
Clerk 3 (CL3)	15,017	15,409	15,821	16,253	16,696	17,222		
Switchboard Operator 1 (SW1)	10,444	10,733	11,021	11,340	11,660			
Switchboard Operator 2 (SW2)	12,370	12,669	12,988	13,359	13,699	14,101		
	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
Community Health Worker HS1/HS2	15,574	16,068	16,624	17,222	17,788	18,437	19,076	19,776

*Home Support Workers • Employees who were on the HSW1 scale will move to the start rate on the new HSW scale.

Administrative Secretary and Clerk • Level one (1) is the recruiting and training level and incumbents are eligible for promotion to Level two (2) upon the completion of an established training period and satisfactory performance.

Level one (1) may also be utilized for Incumbents who have not been assigned the full scope of a position.

Rates include 3% for all classifications effective April 1, 1999

SALARY SCHEDULE

Effective April 1, 2000 to March 21, 2001

	<u>START</u>	<u>STEP 1</u>	<u>STEP2</u>	<u>STEP3</u>	<u>STEP4</u>	<u>STEP5</u>
*Home Support Workers (HSW)	8.58	8.75	8.92	9.13	9.31	
Home Care Attendants 1 (HCA1)	<u>9.32</u>	9.52	9.72	9.93		
**Home Care Attendants 2 (HCA2)	10.87	11.10	11.36	11.60	11.83	
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Mental Health • Proctor 1	6.30					
Mental Health • Proctor 2	8.53	8.74	8.96	9.17		
Mental Health • Proctor 3	11.15	11.42	11.70	11.99		
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Accounting Clerk (AK1)	15,801	16,221	16,663	17,093	17,587	18,081
Admin. Secretary 1 (AY1)	11,819	12,082	12,429	12,765	13,111	
Admin. Secretary 2 (AY2)	13,374	13,679	14,026	14,383	14,792	15,171
Admin. Secretary 3 (AY3)	15,276	15,685	16,116	16,547	16,999	17,471
Clerk 1 (CL1)	10,653	10,947	11,241	11,567		
Clerk 2 (CL2)	12,618	12,922	13,248	13,626	13,973	14,383
Clerk 3 (CL3)	15,318	15,717	16,137	16,578	17,030	17,566
Switchboard Operator 1 (SW1)	10,653	10,947	11,241	11,567	11,893	
Switchboard Operator 2 (SW2)	12,618	12,922	13,248	13,626	13,973	14,383

	<u>START</u>	<u>STEP 1</u>	<u>STEP2</u>	<u>STEP3</u>	<u>STEP4</u>	<u>STEP5</u>	<u>STEP6</u>	<u>STEP7</u>
Community Health Worker HS1/HS2	15,885	16,389	16,957	17,566	18,144	18,806	19,457	20,172

***Home Support Workers** - Employees who were on the HSW1 scale will move to the start rate on the new HSW scale.

****Home Care Attendants** - Employees at the top of the HCA2 scale on March 31, 2000 activate the final step on the new scale as is contemplated in Article 6:04.

Administrative Secretary and Clerk - Level one (1) is the recruiting and training level and incumbents are eligible for promotion to Level two (2) upon the completion of an established training period and satisfactory performance.

Level one (1) may also be utilized for incumbents who have not been assigned the full scope of a position.

Rates include 2% for all classifications effective April 1, 2000

SALARY SCHEDULE

Effective April 1, 2001 to March 21, 2002

	<u>START</u>	<u>STEP1</u>	<u>STEP2</u>	<u>STEP3</u>	<u>STEP4</u>	<u>STEP5</u>
*Home Support Workers (HSW)	8.76	8.93	9.10	9.31	9.49	
Home Care Attendants 1 (HCA1)	<u>9.51</u> BR	9.71	9.91	10.13		
**Home Care Attendants 2 (HCA2)	11.09	11.33	11.58	11.83	12.07	
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Mental Health • Proctor 1	6.43					
Mental Health • Proctor 2	8.70	8.91	9.14	9.35		
Mental Health • Proctor 3	11.37	11.65	11.93	12.23		
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Accounting Clerk (AK1)	16.117	16.546	16.996	17.435	17.939	18.442
Admin. Secretary 1 (AY1)	12.056	12.324	12.677	13.020	13.374	
Admin. Secretary 2 (AY2)	13.642	13.952	14.306	14.670	15.088	15.474
Admin. Secretary 3 (AY3)	15.581	15.999	16.439	16.878	17.339	17.821
Clerk 1 (CL1)	10.866	11.166	11.466	11.798		
Clerk 2 (CL2)	12.870	13.181	13.513	13.899	14.252	14.670
Clerk 3 (CL3)	15.624	16.031	16.460	16.910	17.371	17.917
Switchboard Operator 1 (SW1)	10.866	11.166	11.466	11.798	12.131	
Switchboard Operator 2 (SW2)	12.870	13.181	13.513	13.899	14.252	14.670

	<u>START</u>	<u>STEP 1</u>	<u>STEP2</u>	<u>STEP3</u>	<u>STEP4</u>	<u>STEP5</u>	<u>STEP6</u>	<u>STEP7</u>
Community Health Worker HS1/HS2	16.203	16.717	17.296	17.917	18.507	19.182	19.846	20.575

***Home Support Workers** • Employees who were on the **HSW1** scale will **move** to the start rate on the new **HSW** scale.

****Home Care Attendants** • Employees **at** the top of the **HCA2** scale on March 31, 2000 activate the final step on the new scale **as** is contemplated in Article 6:04.

Administrative Secretary and Clerk • Level one (1) is the recruiting and training level and incumbents are eligible for promotion to Level **two** (2) upon the completion of an established training period and satisfactory performance.

Level one (1) **may** also be utilized for Incumbents who have not been assigned the full scope of a position.

Rates include 2% for all classifications effective April 1, 2001

In witness whereof the Chief Administrative Officer hereunto set his hand for, and on behalf of the Regional Health Authority, and the President of the Manitoba Government Employees' Union has hereunto set his hand for, and on behalf of, the Manitoba Government Employees' Union.

For the Employer

For the MGEU

Date