

Collective Agreement

between

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Winnipeg Regional Health Authority

and

Manitoba Government and General Employees' Union

Home Care Attendants/Home Support Workers

April 1, 2005 - March 31, 2009

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

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Table of Contents

Article 1	Interpretation	1
Article 2	Recognition	2
Article 3	Duration of Agreement/Renewal	2
Article 4	Amendments to the Pay Plan	2
Article 5	Pay.....	3
Article 6	Merit Increases.....	3
Article 7	Probation	4
Article 8	Management Rights	5
Article 9	No Discrimination	5
Article 10	Disciplinary Action	5
Article 11	Employee Files.....	5
Article 12	Resignations	6
Article 13	Allocation of Work	6
Article 14	Hours of Work	7
Article 15	Regular Scheduled Hours of Work (RSH).....	10
Article 16	Overtime	12
Article 17	Standby	12
Article 18	Seniority.....	13
Article 19	Layoff.....	14
Article 20	Severance Pay	14
Article 21	Recognized Holidays	15
Article 22	Vacation	15
Article 23	Bereavement and Compassionate Care Leave.....	17
Article 24	Maternity Leave.....	19
Article 25	Adoptive Parent Leave.....	20
Article 26	Paternity Leave	20
Article 27	Parental Leave.....	20
Article 28	Workers Compensation.....	21
Article 29	Bridging of Service.....	21
Article 30	Union Business	22
Article 31	Union Security	23
Article 32	Rights of Stewards.....	24
Article 33	Grievance Procedure.....	24
Article 34	Grievance/Arbitration Procedure	25
Article 35	Contracting Out.....	26
Article 36	Technological Change	27
Article 37	Health and Safety.....	27
Article 38	Civil Liability.....	28
Article 39	Harassment.....	29
Article 40	Uniforms and Protective Clothing.....	29
Article 41	Transportation	30
Article 42	Weekend Premium.....	30
Article 43	Training.....	30
Article 44	Court Leave.....	31

Article 45	Labour Management Committee	31
Article 46	Recruitment and Promotion	32
Article 47	Education Deferred Salary Leave Plan (EDSLP).....	32
Article 48	Medical Fitness	34
Article 49	Inclement Weather	34
Article 50	Loss Of or Damage To Personal Effects.....	34
Article 51	Job Descriptions and Job Classifications.....	34
Article 52	Respectful Workplace Policy.....	35
	Appendix “A”	37
	Appendix “A”	38
	Memorandum of Agreement - Pro-Rating Factor.....	39
	Memorandum of Agreement	
	- Manitoba Home Care Employees Benefit Trust Fund	40
	Memorandum of Agreement - Pension Plan.....	42
	Memorandum of Agreement - Anniversary Dates.....	44
	Memorandum of Agreement - Split Shifts.....	45
	Memorandum of Agreement	
	- Home Care Attendants Contract Services Initiative.....	47
	Memorandum of Agreement - Workforce Adjustment	49
	Memorandum of Agreement - Hours of Work	52
	Memorandum of Agreement	
	- Central Negotiations/Regional Health Authority	54
	Memorandum of Agreement	
	- MSSP System Calculation of Overtime on an Employee’s Seventh (7 th) Consecutive Day of Work	55
	Memorandum of Agreement	
	- Regular Scheduled Hours (RSH) Implementation Committees.....	57
	Memorandum of Agreement	
	- Portability of Benefits Applicable to HSW, HCA 1, HCA2, Proctor 2, and Proctor 3	59
	Memorandum of Agreement - Representative Workforce	61
	Memorandum of Agreement - Joint Trusteeship.....	63
	Letter of Intent	
	- Payment of Recognized Holidays and Payment of Weekend Premium When the Assignment Crosses Calendar Days	64
	Letter of Intent - Funding Opportunities for Training	66
	Letter of Intent - EFT Positions	67

*All changes are in **bold**.

Alphabetical Table of Contents

Article 25	Adoptive Parent Leave.....	20
Article 13	Allocation of Work	6
Article 4	Amendments to the Pay Plan	2
	Appendix “A”	37
	Appendix “A”	38
Article 23	Bereavement and Compassionate Care Leave	17
Article 29	Bridging of Service	21
Article 38	Civil Liability.....	28
Article 35	Contracting Out.....	26
Article 44	Court Leave.....	31
Article 10	Disciplinary Action	5
Article 3	Duration of Agreement/Renewal	2
Article 47	Education Deferred Salary Leave Plan (EDSLP)	32
Article 11	Employee Files.....	5
Article 33	Grievance Procedure	24
Article 34	Grievance/Arbitration Procedure	25
Article 39	Harassment.....	29
Article 37	Health and Safety.....	27
Article 14	Hours of Work	7
Article 49	Inclement Weather	34
Article 1	Interpretation.....	1
Article 51	Job Descriptions and Job Classifications.....	34
Article 45	Labour Management Committee	31
Article 19	Layoff.....	14
	Letter of Intent - EFT Positions	67
	Letter of Intent - Funding Opportunities for Training	66
	Letter of Intent	
	- Payment of Recognized Holidays and Payment of Weekend Premium When the Assignment Crosses Calendar Days	64
Article 50	Loss Of or Damage To Personal Effects.....	34
Article 8	Management Rights	5
Article 24	Maternity Leave	19
Article 48	Medical Fitness	34
	Memorandum of Agreement - Anniversary Dates.....	44
	Memorandum of Agreement	
	- Central Negotiations/Regional Health Authority	54
	Memorandum of Agreement	
	- Home Care Attendants Contract Services Initiative.....	47
	Memorandum of Agreement - Hours of Work	52
	Memorandum of Agreement - Joint Trusteeship	63
	Memorandum of Agreement	
	- Manitoba Home Care Employees Benefit Trust Fund	40

	Memorandum of Agreement	
	- MSSP System Calculation of Overtime on an Employee's Seventh (7th) Consecutive Day of Work.....	55
	Memorandum of Agreement - Pension Plan.....	42
	Memorandum of Agreement	
	- Portability of Benefits Applicable to HSW, HCA1, HCA2, Proctor 2, and Proctor 3	59
	Memorandum of Agreement - Pro-Rating Factor.....	39
	Memorandum of Agreement	
	- Regular Scheduled Hours (RSH) Implementation Committees	57
	Memorandum of Agreement - Representative Workforce	61
	Memorandum of Agreement - Split Shifts.....	45
	Memorandum of Agreement - Workforce Adjustment	49
Article 6	Merit Increases.....	3
Article 9	No Discrimination	5
Article 16	Overtime	12
Article 27	Parental Leave.....	20
Article 26	Paternity Leave	20
Article 5	Pay.....	3
Article 7	Probation	4
Article 2	Recognition	2
Article 21	Recognized Holidays	15
Article 46	Recruitment and Promotion	32
Article 15	Regular Scheduled Hours of Work (RSH).....	10
Article 12	Resignations.....	6
Article 52	Respectful Workplace Policy.....	35
Article 32	Rights of Stewards	24
Article 18	Seniority	13
Article 20	Severance Pay	14
Article 17	Standby	12
Article 36	Technological Change	27
Article 43	Training.....	30
Article 41	Transportation	30
Article 40	Uniforms and Protective Clothing	29
Article 30	Union Business	22
Article 31	Union Security	23
Article 22	Vacation	15
Article 42	Weekend Premium.....	30
Article 28	Workers Compensation.....	21

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Article 1 - Interpretation

1:01 In this Agreement, unless the context otherwise requires, the expression:

- (a) “*Accumulated Service*” means an employee’s regular hours worked in a classification covered by the terms and conditions of the Collective Agreement. Two thousand and eighty (**2080**) hours equals one (1) year of accumulated service.
- (b) “*Additional Hours List*” is a listing maintained by the Resource Coordinator or Scheduling Clerk of employees who have requested to work additional hours.
- (c) “*Assignment List*” is a listing maintained by the Resource Coordinator or Scheduling Clerk of employees by classification whose hours of work have been reduced by more than **the hours as specified in 14:04**.
- (d) “*Union*” means the Manitoba Government and General Employees’ Union.
- (e) “*Employee*” means a person employed by the Winnipeg Regional Health Authority and covered by the terms and conditions of this Collective Agreement.
- (f) “*Increment*” means the amount provided as a rate of increase in the applicable hourly rate payable to any eligible employee which unless the context of the relevant approved pay range otherwise clearly indicates may be granted annually on the applicable anniversary date.
- (g) “*Interruption of Work*” means the reduction of an employee’s hours of work.
- (h) “*Mutatis Mutandis*” means with the necessary changes of detail or with the necessary modifications.
- (i) “*Promotion*” means a change of employment from one (1) classification to another having a higher hourly rate.
- (j) “*Temporary Layoff*” means the reduction of an employee’s hours of work, such that the employee no longer has any work.
- (k) “**Day**” means the period of twenty-four (24) hours which commences on any given day at 0001 hours and ends at 2400 hours.

1:02 Wherever the singular and the feminine are used in this Agreement, the same shall be construed as meaning the plural or the masculine where the context so admits or requires and the converse shall hold as applicable.

Article 2 - Recognition

- 2:01** (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed under this agreement and further;
- (b) Recognizes the Manitoba Government and General Employees' Union as the sole and exclusive bargaining agent for all employees as defined in the Manitoba Labour Board Certificate No. 5866 except those covered by other collective agreements and those excluded by the Act.
- 2:02** It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage or work, or slowdown and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 33 hereof.
- 2:03** This Agreement shall apply to all employees employed by the Winnipeg Regional Health Authority in classifications listed in Appendix "A" which is attached to and forms part of this Agreement.

Article 3 - Duration of Agreement/Renewal

- 3:01** This Agreement shall be effective from **April 1, 2005** and shall continue in effect up to and including **March 31, 2009**.
- 3:02** Where either party wishes to negotiate a renewal of this Agreement, the party giving notice agrees to deliver to the other their written proposals at least thirty (30) days prior to the termination of the Agreement. The parties shall, within twenty (20) days following receipt of the written proposals, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto. During the period to negotiate a renewal and or revision this agreement shall remain in full force and effect without change.
- 3:03** **Unless otherwise specified**, 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 **ratification** of this agreement.

Article 4 - Amendments to the Pay Plan

- 4:01** Where the Employer establishes or proposes to establish a new classification within the bargaining unit, the Union shall be notified. The parties shall commence negotiations on the appropriate salary range for the new classification without undue delay. The application of this clause shall not be deemed to constitute the re-opening of this Agreement.

4:02 Where the parties fail to agree on an appropriate salary range for the new classification the matter may be referred to arbitration in accordance with Article 34. The Arbitration Board shall be expressly confined to the sole issue of determining the salary range for the new classification.

Article 5 - Pay

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

5:02 Where an employee is promoted to a higher classification, the employee shall be paid at a rate of pay set out for that classification in the pay plan that is, if possible, one (1) full increment more than the rate of pay the employee was being paid in the employee's former classification.

Article 6 - Merit Increases

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

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

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

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

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

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

- (a) the merit increase shall be effective on the first of the bi-weekly pay period in which one thousand (1,000) hours were accumulated; and

- (b) the employee's anniversary date shall be established as the first of the month following the granting of this merit increase.
- 6:07** Where an employee is promoted from one classification to another a new anniversary date shall be established as the first of the month following the promotion. The employee shall be eligible for his next merit increase review in accordance with Article 6:04.
- 6:08** Where an employee has been denied a merit increase on his anniversary date, the employee shall be notified in writing of the reason for the denial. The employee shall have the right to appeal that decision to the Program Manager/Director. The decision of the Program Manager/Director shall be final.
- 6:09** Where an employee has been denied a merit increase on his anniversary date, the Employer may grant the merit increase effective the first of any subsequent bi-weekly pay period. The employee's anniversary date shall then be established as the first of the month following the granting of this merit increase.
- 6:10** 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.
- 6:11** 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 7 - Probation

- 7:01** A new employee shall be on probation from the date of commencement of employment for a period of six hundred and forty (640) regular hours worked 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.
- 7:02** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the Grievance Procedure within fifteen (15) working days from the date the employee received notice of the rejection. The 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.
- 7:03** Subject to 7:02 the rejection on probation of an employee is neither grievable nor arbitrable.

Article 8 - Management Rights

- 8:01** All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 8:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 9 - No Discrimination

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

Article 10 - Disciplinary Action

- 10:01** An employee shall only be disciplined for just cause.
- 10:02** **Where possible, the Employer shall give the employee prior notice of the nature of the complaint.** A hearing may be held with an employee prior to making a determination to discipline an employee. The employee shall have the option to have a representative present.
- 10:03** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action **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.**
- 10:04** An employee may grieve **any** disciplinary action **in accordance with the** Grievance Procedure.

Article 11 - Employee Files

- 11:01** Upon the written request to the Resource Coordinator the personnel file shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a representative present. Every effort shall be made by all parties to ensure that the full examination of the employee's file shall occur no later than two **(2)** calendar weeks of the request being made to the Resource Coordinator.
- 11:02** An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

Article 12 - Resignations

- 12:01** Employees wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which an employee will perform his or her regular duties.
- 12:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs his or her regular duties.
- 12:03** Where the last day on which an employee who has submitted a notice of resignation performs his or her regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated his or her service on that Friday and shall be eligible for holiday pay for that Friday.
- 12:04** Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- 12:05** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.
- 12:06** The Employer may give equivalent basic pay in lieu of notice.
- 12:07** The Employer may deduct from an employee's final pay an amount equal to the employee's basic pay for the period the employee gives inadequate notice of resignation.
- 12:08** The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to or at the termination date.
- 12:09** 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.
- 12:10** **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 13 - Allocation of Work

- 13:01** 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.

13:02 Notwithstanding 13:01, the Resource Coordinator shall provide first consideration for new assignments in the following order:

- (a) Employees with RSH whose assigned hours are below their bi-weekly commitment;
- (b) Employees on the RSH's waiting list who have had their RSH terminated in accordance with Article 15:10;
- (c) RSH employees on the Additional Hours List;
- (d) Employees on the RSH's waiting list;
- (e) Employees who are on the Assignment List;
- (f) Other employees on the Additional Hours List.

13:03 Allocation of work shall not be subject to arbitration during the life of the Collective Agreement. An employee who is concerned about the allocation of work should first contact the Resource Coordinator. The final determination on the allocation of work is the right of the Employer.

13:04 Where an employee considers that the Employer has violated the terms and conditions of this article, the employee may file a grievance at Step 1.

13:05 The decision of the Employer/Manager shall be final and binding for any grievance filed regarding allocation of work.

13:06 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.

13:07 An employee's name shall be removed from the Additional Hours List when that employee has not worked within the six (6) month period immediately following the placement of their name on the respective list. Upon written request to the Resource Coordinator, this period may be extended by a further six month period.

Article 14 - Hours of Work

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

14:02 (a) Hours of work shall be as assigned by the Employer. The Employer shall only pay for hours worked. **This wording does not apply to RSH employees.**

- (b) Time spent travelling between consecutive and contiguous work assignments is considered work time.
- (c) Time spent in meetings required by the Employer or time scheduled by the Employer to attend at the office is considered work time.

14:03 When an employee's hours of work are interrupted or when an employee is temporarily laid off, the Employer shall not be required to provide any notice or payment in lieu thereof, **This wording does not apply to RSH employees.**

14:04 Where an employee's average hours of work have been reduced by more than ten (10) 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.

Effective February 4, 2007, where an employee's average hours of work have been reduced by more than **eight (8)** 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.

14:05 An employee who wishes to work additional hours beyond his present schedule shall notify his Resource Coordinator and his name shall be placed on the Additional Hours List maintained by the Resource Coordinator.

14:06 Notwithstanding 14:02 and 14:03, 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.

This wording does not apply to RSH employees.

14:07 For greater certainty with regard to the interpretation of 14:02, 14:03 and 14:06, where the Employer cancels an assignment at any time prior to its commencement the employee shall not be entitled to be paid for that assignment. **This wording does not apply to RSH employees.**

14:08 (a) Employees may be required to work split shifts.

- (b) An employee required to work a split shift shall receive a premium of six dollars (\$6.00) per shift. **Increase in shift premium to six dollars and twenty-five cents (\$6.25) on October 1, 2006.**
- (c) The premium referred to in 14:08 (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”. **Assignments that cross twenty-four hundred hours (midnight) on consecutive days do not constitute a split shift.**

14:09 Where an employee works for five (5) or more consecutive hours, an unpaid meal period of between one-half ($\frac{1}{2}$) hour and one (1) hour will be provided.

14:10 Where an employee is requested to remain with the client during the meal period, such time shall form part of the work schedule.

14:11 An employee who works a minimum of four (4) consecutive hours for one client will receive one fifteen (15) minute rest period for each period so worked.

14:12 An employee who works an overnight shift where the majority of hours worked fall between midnight and 6:00 a.m. shall be entitled to a minimum of seven (7) consecutive hours of time off immediately following the overnight shift, prior to the employee’s next assignment.

Effective December 6, 2006, an employee who works an overnight **assignment** where the majority of hours worked fall between midnight and 6:00 a.m. shall be entitled to a minimum of **eight (8)** consecutive hours of time off immediately following the overnight **assignment**, prior to the employee’s next assignment.

14:13 Procedures for Administration of Article 14:04

- (a) An employee’s average bi-weekly hours of work as referenced in Article 14:04 shall be determined as follows:
 - (i) Commencing with the pay period that includes January 1 in the preceding year, the regular hours worked in the following twenty-six (26) bi-weekly pay periods shall be totalled.
 - (ii) The total calculated under **14:13** (a) (i) shall be divided by twenty-six (26) to determine the employee’s average bi-weekly hours of work.
- (b) The average bi-weekly hours of work as calculated in **14:13** (a) (i) 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 to employees by **February 15**.
- 14:14** Where an employee is on the Assignment List and/or the Additional Hours List and requests, the Resource Coordinator shall allow the employee to view the relevant list.
- 14:15** The Employer agrees to post Assignment Lists and Additional Hours List on a bi-weekly basis in the office, in a place accessible to all staff.
- 14:16** **The total daily assignment shall be no less than one (1) paid hour.**

Article 15 - Regular Scheduled Hours of Work (RSH)

HCA 1, HCA2, HSW

- 15:01** "Regular Scheduled Hour 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.
- 15:02** 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.
- 15:03** Notwithstanding Article 15:01, Regular Scheduled Hours of Work provide an ongoing commitment to a minimum of either 72, 60 or 50 hours bi-weekly, determined by the Employer and assigned by the Resource Coordinator.

Additional hours to a maximum of eighty (80) hours bi-weekly may be assigned to employees working regular scheduled hours of work subject to operational requirements.

Except by mutual agreement between the Employer and the employee:

- (a) RSH of work shall be assigned over ten (10) working days during a bi-weekly period.
- (b) RSH shall not exceed eight (8) hours of work in a ten (10) consecutive 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. **For purposes of this Article, assignments that cross twenty-four hundred hours (midnight) do not constitute working on two (2) calendar days.**

An employee on RSH is required to accept hours that are assigned within their stated availability. Failure to do so shall result in non-payment for all hours assigned but not worked and may result in the employee being removed from the RSH process.

15:04 In order to be considered for RSH the employee must apply in writing, specifying their availability and preference for hours of work. An employee's current scheduled hours are not a factor in applying for RSH.

15:05 The Employer shall inform the employee in writing as to the status of their application for RSH. Upon written request by an unsuccessful applicant for RSH, the Employer shall provide the reasons for the applicant's non-acceptance.

15:06 Where an employee is selected for RSH but no schedule is available, the employee shall be placed on the waiting list for RSH in descending order of seniority.

An employee's name may remain on the waiting list for up to a six (6) month period. **This period may be extended at six (6) month intervals upon written request to the Resource Coordinator.**

Waiting lists shall be maintained in writing by the Resource Coordinator and available to an employee on request.

15:07 As RSH schedules are developed, employees on the RSH waiting list shall be given consideration for these schedules in descending order of seniority.

15:08 All hours paid to employees shall be counted in determining the bi-weekly minimum ongoing commitment of hours of work. Only the employees' pro-rated portion of general holiday hours shall count towards their ongoing commitment of minimum bi-weekly hours.

15:09 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 bi-weekly pay period in accordance with 15:03.

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.

15:10 Due to unforeseen circumstances, if the Employer is unable to maintain the employee's ongoing commitment of RSH, the Employer shall provide notice to the employee consisting of the balance of the current pay period and a further two weeks, without loss of pay for the minimum RSH hours or payment in lieu of notice. The employee shall be placed on the RSH Waiting List and the Assignment List as applicable. Verbal

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

15:11 Where the employee elects to withdraw from RSH, the employee shall provide written notice to the Employer consisting of the balance of the current pay period and a further two (2) weeks. This written notice shall indicate the employee's new availability.

15:12 **When an employee returns to full duties after being off work for up to four (4) weeks due to illness or injury, he/she shall be returned to his/her RSH schedule. When this is not operationally possible, Article 15:10 will apply.**

This does not preclude, at the discretion of the Employer, consideration for an extension of this time period.

Article 16 - Overtime

16:01 An employee required to work in excess of eight (8) hours per day shall be paid the rate of time and one-half (1½) for all overtime worked.

16:02 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.

16:03 Overtime shall be compensated by paying the employee for all time worked at the applicable rate.

Article 17 - Standby

17:01 For the purposes of this Article, standby duty shall be any period of twelve (12) consecutive hours, An employee designated for standby must be available in a manner approved by the Employer during this period of standby.

- 17:02**
- (a) An employee who has been designated by the Employer to be on standby duty during off duty hours shall receive payment of fifteen dollars (\$15.00) for each twelve (12) hour period or less on standby.
 - (b) An employee who has been designated by the Employer to be on standby duty during off duty hours on a Saturday, Sunday or a recognized holiday shall receive payment of eighteen dollars (\$18.00) for each twelve (12) hour period or less on standby.
 - (c) Where an employee has worked five (5) consecutive and contiguous days and is designated to be on standby duty on either the sixth and/or seventh consecutive and contiguous days following shall be eligible for standby at eighteen dollars (\$18.00) for each twelve (12) hour period or less on standby.

- 17:03** Notwithstanding the number of call outs during the period of standby, an employee called back to work from standby shall be paid for all hours worked or for three (3) hours whichever is greater. The employee shall be paid at the regular rate of pay or the applicable overtime rates as per Article 16.
- 17:04** For purpose of interpretation of Article 17:02 half or more hours must be designated on the said day in order that the employee shall be eligible for the higher rate.

Article 18 - Seniority

- 18:01** "Seniority" is defined as an employee's accumulated regular hours worked in a classification under the terms and conditions of this Collective Agreement.
- 18:02** Notwithstanding Article 18:01, 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.
- 18:03** The periods of absence referred to in 18:02 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 18:02 (d) in accordance with the employee's vacation accrual rate under 22:02.
- 18:04** 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.
- 18:05** 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 19 - Layoff

- 19:01** When a temporary layoff or interruption of work occurs the Employer shall not be required to provide any notice of layoff or payment in lieu thereof. **This wording does not apply to RSH employees.**
- 19:02** When a temporary layoff, or interruption of work in accordance with 14:04 occurs, the employee's name shall be placed on the Assignment List by classification.
- 19:03** Where a significant number of temporary layoffs occur concurrently then employees' names shall be placed on the Assignment List in descending order of seniority by classification.
- 19:04** Where work becomes available employees shall be offered assignments in accordance with Article 13 - Allocation of Work.
- 19:05** A permanent layoff 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.
- 19:06** Where a permanent layoff takes place as per Article 19:05, severance pay shall be paid where applicable in accordance with Article 20 - Severance Pay.

Article 20 - Severance Pay

- 20:01** 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.
- 20:02** 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.
- 20:03** Employees with one (1) or more years of accumulated service whose services are terminated as a result of permanent layoff 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.
- 20:04** 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 layoff, or death.

20:05 For purposes of interpretation, one (1) weeks pay shall equal forty (40) hours pay.

Article 21 - Recognized Holidays

21:01 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 |

21:02 An employee shall be eligible to be paid time and one-half (1 ½ x) for all hours worked on a **recognized** holiday listed in 21:01.

21:03 An employee shall be eligible to receive holiday pay calculated by multiplying the employee's pro-rating factor by eight (8) hours.

21:04 Subject to operational requirements, employees shall be granted time off for either Christmas Day or New Year's Day. An employee who wishes to be granted time off for either Christmas Day or New Year's Day shall notify the Employer of their request by December 1st. Subject to operational requirements, the Employer shall notify the employee by no later than December 15th of the status of their request.

Article 22 - Vacation

22:01 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.

22:02 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 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.

- 22:03** Vacation credits as referred to in 22:02 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.
- 22:04** For purpose of this Article a year of accumulated service shall be two thousand and eighty (**2,080**) regular hours worked.
- 22:05** A vacation week is defined as a period of seven consecutive calendar days for which an employee is unavailable for assignments.

Four percent (**4%**) equals two (2) vacation weeks
Six percent (6%) equals three (3) vacation weeks
Eight percent (**8%**) equals four (**4**) vacation weeks

For clarification purposes, days on which the employee is not scheduled to work, contiguous to the vacation week as defined herein, shall not be included in the calculation of the vacation week.

For vacation leave requests of one (1) week or longer, employees shall submit their requests in writing at least four (**4**) weeks prior to the start date of the leave. The Employer shall inform employees **in writing** of the status of their requests no later than two (**2**) weeks after the date these requests are received by the Employer.

- 22:06** Where operational requirements permit, employees shall be eligible to take vacation leave upon the approval of the Employer.

Vacation leave shall normally be taken in periods of at least one week in length.

Notwithstanding the one week minimum length for a vacation period and subject to operational requirements, an employee may retain up to three individual days of their vacation allotment to be taken during the vacation year. For all employees these individual vacation days shall be on a without pay basis.

For clarification purposes, days on which the employee is not scheduled to work, contiguous to the individual day requested, shall not be included in the calculation of these individual days.

- 22:07** Accrued vacation shall be paid to employees following the vacation year in which it was earned and such accrued vacation shall only be paid out once per vacation year. Any vacation leave taken by these employees shall be on a without pay basis.

- 22:08** Notwithstanding 22:07, employees may elect to receive vacation pay at the time they take vacation in the following vacation year (April 1 to March 31). Employees choosing this option shall declare in writing by February 1st their intent to be paid at the time vacation is taken.

An employee who has chosen to receive pay at the time vacation is taken will be paid a minimum of one week's vacation pay for each week or portion thereof.

Any vacation pay not paid out by March 31st for the current vacation year shall be paid to the employee by April 30th of the next vacation year.

Where a conflict exists at the time of approving individual vacation requests, and where no agreement can be reached between the employees, the more senior employee of the two shall be given preference.

- 22:09** Upon return from vacation leave 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.
- 22:10** 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.
- 22:11** **Except in cases of emergency, the Employer shall not contact employees on their vacation.**

Article 23 - Bereavement and Compassionate Care Leave

- 23:01** An employee shall be entitled to bereavement leave of four (4) 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 four (4) days following the death whichever is greater.
- 23:02** For purposes of granting a bereavement leave immediate family is defined as father, mother, brother, sister, spouse, **common-law spouse***, **same-sex partner***, **fiancé***, **former legal guardian***, step-parent, child, **step-child***, or ward of the employee, grandparents, son-in-law, daughter-in-law, grandchild or relative permanently residing in the employees household or with whom the employee permanently resides.
***Effective November 6, 2006.**
- 23:03** 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 brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt or uncle. This day 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.
- 23:04** 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 or mourner.

23:05 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 in excess of two-hundred and twenty-five **(225)** kilometres from the employee's home.

23:06 Bereavement leave shall be calculated by determining the number of days an employee would be eligible and multiplying by the pro rating factor.

23:07 An employee shall receive Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

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

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

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

- (iv) or any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 18:02.
- (h) Where applicable, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined above.

Article 24 - Maternity Leave

24:01 Every pregnant employee:

- (a) who has completed seven (7) 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.

24:02 Sections 36(1) through 36(11) inclusive of the Employment Standards Act respecting Maternity Leave shall apply “mutatis mutandis.”

- 24:03** 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.
- 24:04** 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 25 - Adoptive Parent Leave

- 25:01** An employee shall be granted one (1) days leave with pay to attend to needs directly related to the adoption of a child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.
- 25:02** The Adoptive Parent Leave referred to in 25:01 shall be calculated by multiplying eight (8) hours times the pro-rating factor.

Article 26 - Paternity Leave

- 26:01** 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.
- 26:02** Paternity Leave shall be calculated by multiplying eight (8) hours times the pro-rating factor.

Article 27 - Parental Leave

- 27:01** 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.
- 27:02** An employee who qualifies under 27:01 must:
- (a) have completed seven (7) 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.

- 27:03** An employee who qualifies in accordance with 27:01 and 27:02 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 27:04** Subject to Section 27:05, 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 or the date on which the child comes into the actual care and custody of the employee.
- 27:05** 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 28 - Workers Compensation

- 28:01** 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.
- 28:02** 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.
- 28:03** 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 29 - Bridging: of Service

- 29:01** 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 30 - Union Business

- 30:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to his or her immediate supervisor who shall forward the request to the Employer for approval. The Union will also provide a copy of the written request to the Director of Human Resources or designate.
 - (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 circumstance prevent compliance with the three (3) working days notice, the request shall be considered and shall not be unreasonably denied.
 - (c) Where such leave of absence has been granted the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absences plus benefit costs.
- 30:02**
- (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) may be changed provided any additional employees are on leave without pay or on wage recovery as per Section 30:01 (c).
- 30:03** 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.
- 30:04** All approved Union leave shall be processed for wage recovery plus benefits costs according to the employees previously scheduled hours with the time recorded as seniority and service for all benefits.

- 30:05** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.

Article 31 - Union Security

- 31:01** 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.
- 31:02** The Employer shall forward to the Union the amount of the dues deducted under Section 31:01 above on a bi-weekly basis per each applicable bi-weekly pay period system.
- 31:03** 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, bargaining unit, classification, work location, home address, rate of pay and the amount of dues deducted for that employee.
- 31:04** The personal information as identified in 31:03 may only be used by the Union for the purpose of communicating with the members. The Union acknowledges that it shall have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of personal information. The Union further agrees that when disposing of or storing this information, it shall take care that this information is transported, stored, or destroyed in a secure manner.
- 31:05** 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.
- 31:06** A representative of the Union shall be granted not less than 15 minutes at the end of the group orientation period in order to familiarize employees in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union, A management representative may be present during this period. This group orientation time is paid time.
- 31:07** The Employer will provide the Union with a monthly list of names and work locations of all new hires and terminations.

Article 32 - Rights of Stewards

- 32:01** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 32:02** The Employer recognizes the Union’s right to select Stewards to represent employees.
- 32:03** The Union agrees to provide the Employer with a list of Stewards and any subsequent changes. The Union shall provide appropriate identification for Stewards.
- 32:04** Stewards and employees shall not conduct Union business during their working time.
- 32:05** 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.
- 32:06** Where it is necessary for a Steward to attend a grievance hearing, the Steward shall first obtain permission from the Employer at least three (3) days in advance of the hearing.

Article 33 - Grievance Procedure

- 33:01** A grievance shall be defined as any dispute arising out of interpretation, application or alleged violation of the agreement.
- 33:02** 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.
- 33:03** 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.
- 33:04** 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.
- 33:05** 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 **or designate**. (Step 1).
- 33:06** Failing settlement of the grievance within seven (7) days after submission under Article 33:05, the Union may within the ensuing ten (10) days submit the grievance in writing

to the Chief Administrative Officer **or designate** who shall, within seven (7) days after the receipt of the grievance, render a decision in writing. (Step 2).

- 33:07** 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).
- 33:08** 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.
- 33:09** An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.

Article 34 - Grievance/Arbitration Procedure

- 34:01** 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.
- 34:02** 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.
- 34:03** The two named members of the board shall within ten (10) days name a third member of the board who shall be chairperson.
- 34:04** 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.
- 34:05** 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.
- 34:06** 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.
- 34:07** 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.
- 34:08** Within five (5) days of receipt of the award, should be 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.

34:09 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.

34:10 Nothing in this agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

34:11 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

34:12 For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.

34:13 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.

34:14 The parties hereto agree that an employee of the Regional Health Authority and a staff member of the Manitoba Government and General 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.

Article 35 - Contracting Out

35:01 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.

35:02 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 36 - Technological Change

- 36:01** Section 82(1) through 85(2) inclusive of The Labour Relations Act shall apply mutatis mutandis.
- 36:02** The Employer agrees that it will endeavour to introduce technological change in a manner which, where possible, will minimize the disruptive effects on services to clients and employees.
- 36:03** For purposes of this Article, technological change means the introduction into the Employer's operation of new equipment or materials which are likely to affect the security of employment of a significant number of employees.
- 36:04** **Where, as a result of technological change, new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.**

Article 37 - Health and Safety

- 37:01** The Employer shall in accordance with the objects and purposes of the Workplace Health and Safety Act:
- (a) Ensure so far as is reasonably practicable, the safety, health and welfare at work of all his workers; and
 - (b) Comply with the Workplace Safety and Health Act and Regulations.
- 37:02** 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.
- 37:03** A representative from the bargaining unit will represent the bargaining unit members on the Regional Health Authority, Health and Safety Committee.
- 37:04** 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.
- 37:05** 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.
- 37:06** 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.
- 37:07** Where the employee refuses to work under Article 37:06 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. The Employer will ensure that those employees subsequently assigned to this work shall be made aware of the original refusal.
- 37:08** The immediate supervisor in conjunction with the appropriate authorities will ensure that the employee is not required to continue working under dangerous conditions.

Article 38 - Civil Liability

- 38:01** If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort (law suit) committed by him or her in the performance of his or her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to, being commenced against him or her shall advise the Employer through the Program Manager/Director of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer through the Chief Administrative Officer before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of his or her duty as an employee.
 - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint

counsel, The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

Article 39 - Harassment

- 39:01** The parties recognize that the problem of harassment, including sexual harassment may exist. However, the parties agree that harassment will not be tolerated in the workplace or in connection with the workplace, Situations involving allegations of harassment shall be treated in strict confidence by both the Employer and the Union.
- 39:02** The employee may forward a written complaint marked “Personal and Confidential” alleging harassment directly to the Program Manager/Supervisor or Human Resource Director/Manager.
- 39:03** The Employer agrees to investigate allegations of harassment and shall endeavor to resolve them in an expeditious and confidential manner.
- 39:04** The alleged offender shall be entitled to notice of the complaint and shall be given opportunity to respond to the complaint.
- 39:05** The Employer, 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 Employer’s opinion may be necessary.

Where the Employer determines that a complaint may have been made for frivolous or vindictive reasons, the Employer shall have the authority to:

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

Article 40 - Uniforms and Protective Clothing

- 40:01** 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.
- 40:02** 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.

40:03 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 41 - Transportation

41:01 (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 contained in the Government Employees' Master Agreement (G.E.M.A.) for all travel between work locations. Where the Employer requires the employee to use their personal vehicle or where the employee's schedule is based on the use of a vehicle, the use of the privately owned vehicle shall be deemed to be authorized.

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

- (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 to home from the last work assignment.

41:02 Where bus transportation is approved for travel between work location employees shall be reimbursed transit expenses and travel time as per Article 14:02 (b).

41:03 **Taxi fare shall be reimbursed for all travel on the Employer's business between the hours of 12:00 midnight and 6:00 am. Upon approval from the Employer, in instances where an employee takes a taxi for safety or other reasons, the employee shall be reimbursed for the fare.**

Article 42 - Weekend Premium

42:01 For each hour worked between 0001 hours on a Saturday and 2400 hours on the following Sunday, a Weekend Premium of one dollar and thirty-five cents (\$1.35) per hour will be paid,

Article 43 - Training

43:01 Employees required by the Employer to attend a training course shall be paid at their regular hourly rate for all classroom hours.

- 43:02** Where an employee incurs transportation costs to attend training courses he shall be reimbursed in accordance with Article 41:01.
- 43:03** Where the Employer requires an employee classified at the HCA 1 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 43 - Training.
- 43:04** 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 HCA 2 level.
- 43:05** 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.
- 43:06** Staff will be advised of Employer sponsored specialized training opportunities and other in services as they are made available.

Article 44 - Court Leave

- 44:01** 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 Employer.
- 44:02** An employee, on court leave in accordance with 44:01, shall be paid the number of days of court leave granted times the employee's pro rating factor.
- 44:03** An employee shall only be eligible for payment in accordance with 44:02 provided the employee's work assignment(s) would have remained unchanged had the employee not been absent on court leave.

Article 45 - Labour Management Committee

- 45:01** 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.

- 45:02** The Committee may make recommendations to the Union and the Regional Health Authority with respect to its discussions and conclusions, but it shall not have jurisdiction over wages, or any matter of the Collective Agreement. The Committee shall not supersede the activities of any 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.
- 45:03** 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.
- 45:04** Employees appointed by and acting on behalf of the Union shall receive basic pay for time spent at Labour Management Committee meetings.

Article 46 - Recruitment and Promotion

- 46:01** **Employees covered by the WRHA Home Care/Home Support Worker, WRHA Proctor, and WRHA Home Visitors Collective Agreements shall be given consideration for available employment opportunities within these bargaining units prior to external applicants, provided they meet the qualifications.**

Article 47 - Education 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.

- 47:01** The EDSL P is self-sustaining and the Employer shall not incur any costs whatsoever as a result of participating in the plan.
- 47:02** That the plan complies in all respects with all Revenue Canada guidelines.
- 47:03** MGEU shall save the Employer harmless from any claims whatsoever from any participants enrolled in the EDSL P 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.
- 47:04** Each request for a Leave of Absence (LOA) under EDSL P will be reviewed on an individual basis and will be granted if reasonably possible depending upon operational requirements.
- 47:05** Request for a LOA under EDSL P 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 EDSLP 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 EDSL by Revenue Canada.

Article 48 - Medical Fitness

- 48:01** The Employer may require an employee to have a psychiatric examination and/or a physical examination.
- 48:02** A duly qualified medical practitioner giving a psychiatric or physical examination shall complete the forms required by the Employer.
- 48:03** The cost of any examination referred to in 48:01 will be paid by the Employer.

Article 49 - Inclement Weather

- 49:01** When an employee is unable to attend at work due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, the employee shall be entitled to use available vacation credits, banked time or overtime to offset lost hours.

Article 50 - Loss Of or Damage To Personal Effects

- 50:01** In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make comparable compensation, providing established Employer procedures and policies have been followed and proof of purchase of the replacement item is submitted.
- 50:02** 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.
- 50:03** 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 such personal effects.

Article 51 - Job Descriptions and Job Classifications

- 51:01** The Employer agrees to provide the Union with job descriptions for all classifications for which the Union is the bargaining agent, within six (6) months of ratifying this Collective Agreement,

- 51:02** Where a new classification is created within the bargaining unit, or an existing classification is changed significantly, the Employer shall provide the Union with a copy of the new or revised job description. The Union and the Employer shall negotiate the rate of pay. Failing agreement on the appropriate rate of pay, the dispute may be referred to arbitration in accordance with the arbitration article.
- 51:03** If the salary range of a new or revised classification is adjusted as per **51:02**, such adjustment shall be retroactive to the date the new or revised classification came into effect.

Article 52 - Respectful Workplace Policy

- 52:01** The Employer's Respectful Workplace Policy shall be accessible to all employees.

Signed this _____ day of _____, 2007 at Winnipeg, Manitoba.

On Behalf of the Winnipeg Regional
Health Authority

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of the Winnipeg Regional
Health Authority

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of the Winnipeg Regional
Health Authority

On Behalf of the Manitoba Government
and General Employees' Union

Appendix "A"

	Start	Step 1	Step2	Step3	Step4	Step5
Home Support Workers (HSW)						
April 1, 2005	9.88	10.08	10.25	10.50	10.68	
April 1, 2006	10.13	10.33	10.51	10.76	10.95	
April 1, 2007	10.38	10.59	10.77	11.03	11.22	
October 1, 2007	10.48	10.70	10.88	11.14	11.33	
April 1, 2008	10.74	10.97	11.15	11.42	11.61	
Home Care Attendant 1 (HCA 1)						
April 1, 2005	10.71	10.95	11.17	11.41		
April 1, 2006	10.98	11.22	11.45	11.70		
April 1, 2007	11.25	11.50	11.74	11.99		
October 1, 2007	11.36	11.62	11.86	12.11		
April 1, 2008	11.64	11.91	12.16	12.41		
Home Care Attendant 2 (HCA2)						
April 1, 2005	13.09	13.39	13.69	13.98	14.25	
April 1, 2006	13.81	14.11	14.43	14.74	15.03	
April 1, 2007	14.74	15.07	15.41	15.73	16.04	
April 1, 2008	15.49	15.84	16.20	16.52	16.85	
March 31, 2009	15.80	16.16	16.52	16.85	17.19	
Integrated Support Worker						
April 1, 2005	13.49	13.80	14.10	14.40	14.68	
April 1, 2006	14.23	14.56	14.87	15.18	15.48	
April 1, 2007	15.19	15.54	15.88	16.21	16.52	
April 1, 2008	15.96	16.33	16.69	17.04	17.35	
March 31, 2009	16.28	16.66	17.02	17.38	17.70	
Rehab Assistant						
April 1, 2005	14.17	14.59	15.03	15.48	15.94	16.42
April 1, 2006	14.52	14.95	15.41	15.87	16.34	16.83
April 1, 2007	14.88	15.32	15.80	16.27	16.75	17.25
April 1, 2008	15.25	15.70	16.20	16.68	17.17	17.68

Appendix "A"**General Wage Increase for All Classifications****HSW/HCA1/HCA2/Integrated Support Worker/Rehab Assistant:**

April 1, 2005	2.5%
April 1, 2006	2.5%
April 1, 2007	2.5%
April 1, 2008	2.5%

Wage Standardization Adjustments**HCA2/Integrated Support Worker:**

April 1, 2005	1.2%
April 1, 2006	1.6%
	1.25%
April 1, 2007	1.6%
	2.5%
April 1, 2008	2.5%
March 31, 2009	2.0%

HCA1/HSW:

October 1, 2007	1.0%
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Memorandum of Agreement

between

**The Labour Relations Secretariat Representing
Regional Health Authorities**

and

Manitoba Government and General Employees' Union

Re: 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 (2) 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.

Signed this _____ day of _____, 2007.

On Behalf of the Winnipeg Regional
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Memorandum of Agreement

between

The Labour Relations Secretariat Representing
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and

Manitoba Government and General Employees' Union

Re: 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 life insurance 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 (HCA 1 and HCA 2)
- Home Support Workers
- Mental Health Proctors (2 and 3)
- Integrated Support Worker
- Rehab Assistant

*Note: This amendment is subject to the approval of the Trustees of the Fund as to feasibility and is conditional on its implementation resulting in no additional cost to the Employer.

Effective April 1, 2007, the Employer contribution rate will be increased to three point eight percent (3.8%) of total insurable payroll. The funding associated with the increased contribution rate is intended to enhance sick leave benefits.

Signed this _____ day of _____, 2007.

On Behalf of the Winnipeg Regional
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Memorandum of Agreement

between

**The Labour Relations Secretariat Representing
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and

Manitoba Government and General Employees' Union

Re: 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:

<u>Employer Contribution</u>	<u>Employee Contribution</u>
3%	3%

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

- Home Care Attendants (HCA 1 and HCA2)
- Home Support Workers
- Mental Health Proctors (2 and 3)
- Integrated Support Worker**
- Rehab Assistant**

Amend memorandum to allow employees to make additional contributions to their pension plan subject to the following conditions:

1. These contributions are allowable under the current pension plan policies and rules and applicable legislation.
2. The contributions are made at and resulting in no cost to the Employer.
3. The contributions are made as a percentage of regular earnings.

The additional contributions made by the employee are to be made at a time and through a process as determined by the Employer.

Signed this _____ day of _____, 2007.

On Behalf of the Winnipeg Regional
Health Authority

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of the Winnipeg Regional
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Manitoba Government and General Employees' Union

Re: Anniversary Dates

Notwithstanding Article 6:02, and subject to 6:06 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.

Signed this _____ day of _____, 2007.

On Behalf of the Winnipeg Regional
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On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of the Winnipeg Regional
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On Behalf of the Winnipeg Regional
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Memorandum of Agreement

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**The Labour Relations Secretariat Representing
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and

Manitoba Government and General Employees' Union

Re: Split Shifts

1. 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.
2. 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.
3. 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.

Signed this _____ day of _____, 2007.

On Behalf of the Winnipeg Regional
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On Behalf of the Winnipeg Regional
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**The Labour Relations Secretariat Representing
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and

Manitoba Government and General Employees' Union

Re: Home Care Attendants Contract Services Initiative

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

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

Signed this _____ day of _____, 2007

On Behalf of the Winnipeg Regional
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On Behalf of the Winnipeg Regional
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Memorandum of Agreement

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**The Labour Relations Secretariat Representing
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Re: Workforce Adjustment

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

1. A workforce adjustment committee consisting of two representatives each from the Union and the Employer will be established immediately.
2. Up to the effective contract service date(s) the committee will:
 - Identify a priority placement list of designated employees in each district with the name and average bi-weekly hours of each designated employee.
 - Employees so identified must be on staff both before and after the strike.
 - Coordinate plans for each designated employee regarding alternate work assignments and placements.
 - Attempt to resolve any disagreements which may arise as a result of this provision.
3. For the purpose of this protocol the following definitions will apply:
 - Average bi-weekly hours - an employee's rate of hours as determined in accordance with Article 14 of the agreement.
 - Designated district - the geographic region of the City of Winnipeg serviced by a district office in the provision of home care attendant services, the services of which are being contracted out to alternate service providers under the initiative.
 - Designated employee - an employee assigned to one of the designated district offices who was employed in that office both before and after the strike.

- Full assignment - an assignment or group of assignments the total hours of which equal or exceed the average bi-weekly hours.
- Prior Placement List - a list of designated employees whose work assignments take precedence over all other employee work assignments.
- Threshold hours - an employee's average bi-weekly hours minus twelve (12) hours.

4. Pre contract service date protocol:

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

5. Post contract service date protocol:

The pre contract service protocol will apply except as modified below:

- The definition of designated employee is changed to mean an employee employed in a designated district whose bi-weekly hours fall below his/her average bi-weekly hours in a biweekly pay period only as a direct result of contracting out.
- The designated employee will be placed on the priority placement list.
- The Employer commits to restoring the hours of the designated employees up to their average bi-weekly hours within the next bi-weekly period.
- Hours lost for any other reason are not replaceable by this protocol.
- **All** hours offered under this protocol will count towards making up the shortfall of hours whether or not they are accepted by the designated employee.

- When a designated employee reaches their average bi-weekly hours and/or is offered hours equivalent to that level, the employee's name is removed from the priority placement list and the employee may access hours through the additional hours list in accordance with the collective agreement.

6. General:

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

Signed this _____ day of _____, 2007.

On Behalf of the Winnipeg Regional
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On Behalf of the Manitoba Government
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Memorandum of Agreement

between

**The Labour Relations Secretariat Representing
Regional Health Authorities**

and

Manitoba Government and General Employees' Union

Re: Hours of Work

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

Danny Sebastian
Curt Penniston
Norman Trachyk

And sixty-five (65) hours work per bi-weekly to the following employee:

Anita Lewis

This Memorandum of Agreement shall be effective up to and including **March 31, 2009**. Effective **April 1, 2009** the Employer shall no longer be obligated to provide hours of work in accordance with this Memorandum of Agreement.

Signed this _____ day of _____, 2007.

On Behalf of the Winnipeg Regional
Health Authority

On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of the Winnipeg Regional
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On Behalf of the Winnipeg Regional
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Memorandum of Agreement

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Manitoba Government and General Employees' Union

Re: Central Negotiations/Regional Health Authority

Notwithstanding Article 30:02 (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.

Signed this _____ day of _____, 2007.

On Behalf of the Winnipeg Regional
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Re: MSSP System Calculation of Overtime on an Employee's Seventh (7th) Consecutive
Day of Work

The Employer agrees that no change will be made to the current MSSP payroll system with respect to its configuration relative to payment of overtime on an employee's seventh (7th) consecutive day of work until such time as employees under this Collective Agreement are no longer paid utilizing the MSSP payroll system.

Notwithstanding, the parties agree that overtime is not applicable when an employee works seven (7) consecutive days provided that the employee has made a written request to the Employer to do so unless the employee qualifies for overtime payment in accordance with Article 16 - Overtime.

Employees who have requested not to work seven (7) consecutive days shall not be required to do so except where client care may be seriously compromised, e.g. no other worker is available. In this circumstance, overtime will be applicable on the seventh (7th) day. Requesting not to work seven (7) consecutive days shall not constitute a refusal of assignment as per Article 13:07.

Signed this _____ day of _____, 2007.

On Behalf of the Winnipeg Regional
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On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of the Winnipeg Regional
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On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of the Winnipeg Regional
Health Authority

On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

**The Labour Relations Secretariat Representing
Regional Health Authorities**

and

Manitoba Government and General Employees' Union

Re: Regular Scheduled Hours (RSH) Implementation Committees

In each RHA, an Implementation Committee will be formed with respect to the establishment of Regular Scheduled Hours within the region. The Implementation Committee will be comprised of at least 1 Resource Coordinator, 1 Home Care Program Manager/Director, 1 HR representative, and up to 2 members from the Union, one of whom is not necessarily an RHA employee. The mandate of this committee will be to implement RSH where feasible on a priority tiered basis as follows:

- 72 hours
- 60 hours
- 50 hours

Criteria for the selection of employees for RSH will include qualifications, experience, work performance, and suitability.

Other factors to be considered in the assignment of RSH are letters of application/availability/transportation and seniority.

Once accepted for RSH, a letter shall be sent to the employee confirming the employee's stated availability and ongoing commitment of bi-weekly RSH. A copy of this letter will be forwarded to the Union.

This committee shall meet to commence discussions within 60 days after the signing of this agreement.

Signed this _____ day of _____, 2007.

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Re: Portability of Benefits Applicable to HSW, HCA 1, HCA2, Proctor 2, and Proctor 3

- (i) An employee classified in one of the above classifications who resigns and commences employment within thirty (30) days in another RHA in a classification noted above, shall be entitled to portability of the following benefits:
- Seniority Hours
 - Hour Bank for Benefit Programs
 - Accumulated service applicable to rate at which vacation is earned.

The employee will continue to participate in the Pension Plan in accordance with the provisions of the Pension Plan document.

- (ii) An employee classified in one of the above classifications who resigns and commences employment in the same classification within thirty (30) days in another RHA shall be placed on the same pay step which he/she was on in his/her former position.

The onus is on the employee to advise the new Employer that he/she is eligible for portability of seniority/benefits as outlined above.

Signed this _____ day of _____, 2007.

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Re: Representative Workforce

The parties understand that Aboriginal persons are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the undersigned parties will work in cooperation to:

- (a) Develop strategic initiatives and programs that:
 - Foster mutual respect, trust, fairness, open communication and understanding;
 - Focus on recruiting, training and career development of Aboriginal workers;
 - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce;
 - Facilitate constructive race and cultural relations;
- (b) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce;
- (c) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.

Signed this _____ day of _____, 2007.

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Re: Joint Trusteeship

A joint working committee consisting of at least one (1) representative from the Union and one (1) representative of the Employer shall be established by October 1, 2006 to study and make recommendations regarding conversion of the pension plan from an employer sponsored plan to a jointly trustee pension plan. The joint committee will complete its report and recommendations by January 31, 2007 or a later date as mutually agreed.

Signed this _____ day of _____, 2007.

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Re: Payment of Recognized Holidays and Payment of Weekend Premium When the
Assignment Crosses Calendar Days

It is agreed that, for the purposes of administering Article **21** - Recognized Holidays and Article **42** - Weekend Premium, the Employer will, prior to the date of ratification of the Collective Agreement, select one (1) of the following options, and will communicate same to the Union. Implementation of the chosen option will occur as soon as reasonably possible thereafter.

Option 1

- (i) Calculation based on actual hours worked on a Recognized Holiday

Employees will be paid straight time for the portion of the assignment that precedes or follows the day of the Recognized Holiday. Employees will be paid time and one half (**1 ½ x**) for each hour worked on the assignment between the hours of **0001** and **2400** on the day of the Recognized Holiday.

- (ii) Calculation based on actual hours worked on the weekend

The weekend premium shall be paid for each hour worked between **0001** on a Saturday and **2400** hours on the following Sunday.

Option 2

- (i) Calculation based on the majority of hours worked on a Recognized Holiday

Employees will be paid time and one half (**1 ½ x**) for all hours worked on the assignment where the majority of the hours of the assignment fall between **0001** hours and **2400** hours on the day of the Recognized Holiday.

- (ii) Calculation based on majority of hours worked on the weekend

The weekend premium shall be paid for all hours worked on the assignment where

the majority of the hours fall between 0001 on a Saturday and 2400 hours on the following Sunday.

Should the Employer at a later date elect to change to the alternate option due to changes in technology/systems, such decision will be communicated to the Union in writing with sixty (60) days notice.

Note: The Employer has selected Option 1.

Signed this _____ day of _____, 2007

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Re: Funding Opportunities for Training

The parties agree that should provincial/federal funding opportunities for training become available, the parties will meet to review such opportunities and consider making application for same.

Signed this _____ day of _____, 2007.

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Re: EFT Positions

The Employer agrees to investigate the feasibility of creating EFT positions for Proctors and Home Care Attendants in residential/group facilities that serve multiple clients and are staffed twenty-four (24) hours per day, seven (7) days per week, and to report the results of this investigation to the Union prior to the expiry of the Collective Agreement. Should EFTs be determined to be feasible, the parties will meet shortly thereafter to negotiate their implementation.

This Letter of Intent is also applicable to Proctors working in group homes and HERO Clubs.

Signed this _____ day of _____, 2007.

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