

# **Community Support Collective Agreement**

*between*

**Winnipeg Regional Health Authority (WRHA)**

(hereinafter referred to as the Employer)

of the first part

*and*

**Manitoba Government and General Employees' Union  
(MGEU)**

**Home Care Attendants / Home Support Workers**

(hereinafter referred to as the Union)

of the second part

**April 1, 2013 to March 31, 2018**

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

The Collective Agreement provides the terms and conditions respecting:

- |                    |  |
|--------------------|--|
| <b>Section I</b>   | <b>Applicable to All Members of the Bargaining Unit</b>                            |
| <b>Section II</b>  | <b>Home Care Program</b>   |
| <b>Section III</b> | <b>Does not apply to this Agreement; maintained for provincial numbering only.</b> |

**\*Date of Ratification for this Collective Agreement is December 11, 2015.**

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\*All changes appear in **bold**.

**Section I**

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



## Article I 1 Interpretation

- I 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 (2,080) hours equals one (1) year of accumulated service.
  - (b) **“Authorized Overtime” shall mean overtime authorized by the Employer and where the term “overtime” is used in this Agreement, it shall mean authorized overtime.**
  - (c) **“Casual employee” means an employee who is not the incumbent of an EFT position.**
    - (i) Casual employees are only entitled to payment for actual hours worked.
    - (ii) **Article left blank to maintain provincial numbering.**
    - (iii) Casual employees are paid in accordance with the salaries specified in the attached salary schedule. Increments/merit increases will be earned in accordance with the number of hours worked.
    - (iv) **Article left blank to maintain provincial numbering.**
    - (v) **Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half (1½x) their basic rate of pay.**
    - (vi) **A casual employee will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each pay cheque.**
    - (vii) Casual employees shall be entitled to compensation for overtime worked in accordance with the applicable Article in Section II 5.

- (viii) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article **I 17**.
- (ix) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (x) Retroactive to their first day of employment, seniority shall accumulate on the basis of all regular hours worked for the sole purpose of attaining a permanent position or term position, subject to Article **II 1:01 b**. Such casual seniority will not take priority over full-time or part-time employee seniority.
- (xi) Articles **I 19** and **I 20** herein apply only with respect to the terms of this Article.
- (xii) **Article left blank to maintain provincial numbering.**
- (d) **“Classification” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same pay schedule applied to, all positions in the group.**
- (e) “Community Office” means the designated location within the community from which the community health services are coordinated.
- (f) **Article left blank to maintain provincial numbering.**
- (g) “Day” means the period of twenty-four (24) hours which commences on any given day at 00:01 hours and ends at 24:00 hours.
- (h) **Article left blank to maintain provincial numbering.**
- (i) “Employee” means a person employed by a Regional Health Authority in a position in the bargaining unit and covered by the terms and conditions of this Collective Agreement.

- (j) **“Full-time Employee” means an employee who normally works the full normal daily and bi-weekly hours of work - a maximum of eight (8) hours per day and eighty (80) hours per bi-weekly pay period.**
- (k) “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.
- (l) **“Layoff” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement.**
- (m) “Mutatis Mutandis” means with the necessary changes of detail or with the necessary modifications.
- (n) **“Part-time Employee” means an employee who normally works less than the full normal daily or bi-weekly hours and who works on a regular and continuing basis.**
- (o) “Promotion” means a change of employment from one (1) **position** to another having a higher maximum hourly rate of pay.
- (p) **“Term Position” is a full-time or part-time position that is for a specific time period or until completion of a particular project or purpose.**
  - (i) For situations related to Workers Compensation and/or illness and/or accident or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire subject to twenty-four (24) hours’ notice of return of the current incumbent to her position. The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer, as referenced above.

- (ii) Term positions, except as referenced in **I 1:01 (p) (i)** above, will be a minimum duration of three (3) months and a maximum duration of one (1) year.
- (iii) The term period may be extended if the Employer so requests and the Union and employee agree.
- (iv) For term vacancies of three (3) months or less expected duration, the Employer may make that work available to part-time employees. Where this is not possible, due to insufficient availability of part-time employees, the Employer may make that work available to casual employees.
- (v) **Where a permanent employee moves into a term position, said employee shall be returned to their existing permanent position on expiry of the term position.**
- (vi) **An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.**
- (q) “Term Employees”  
**When an employee holding a permanent EFT accepts a term position, the employee shall be returned to their permanent position on completion of the term. Where the permanent position no longer exists, the employee will be placed in a comparable position (i.e., size/shift/weekends off/days off). Where no such positions exist, the employee shall be laid off in accordance with Article II 8 (depending on their classification) or they may apply for any currently vacant posted positions.**
- (r) **Article left blank to maintain provincial numbering.**
- (s) “Union” means the Manitoba Government and General Employees’ Union.
- (t) “Weekend” means the forty-eight (48) hour period that falls between 00:01 hours on the Saturday and 24:00 hours on the following Sunday.

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

### **Article I 2 Recognition**

- I 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.
- I 2:02** This Agreement shall apply to all employees employed by the Regional Health Authority in classifications listed in the Salary Schedule which is attached to and forms part of this Agreement.
- I 2:03** It is agreed by both parties that during the terms of this Agreement there shall be no strikes, lockouts, stoppage of work, or slow down and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article **I 19** hereof.

### **Article I 3 Duration of Agreement**

- I 3:01** This Agreement shall be effective from **April 1, 2013** and shall continue in effect up to and including **March 31, 2018**.
- I 3:02** Where either party wishes to negotiate a renewal of this Agreement, the party shall give notice at least **thirty (30) days, but not more than ninety (90) days, prior to the expiry date hereof. The parties shall, within thirty (30) days** following receipt of the notice to bargain, commence collective bargaining **and at that time exchange written proposals.** These time limits may be changed by mutual agreement between the parties hereto.
- I 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 I 4    Benefits**

**Refer to:**

- **Memorandum of Agreement #II-2 Re: Manitoba Home Care Employees Benefit Trust Fund**
- **Memorandum of Agreement #II-3 Re: Manitoba Home Care Employees Benefit Trust Fund – Vision Care**
- **Memorandum of Agreement #II-4 Re: Pension Plan**

#### **Article I 5    Pay**

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

**I 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 provides the equivalent of one (1) increment step in relation to the wage rate in her new classification. For the purposes of calculation, this increment shall be at least equivalent in value to the difference between the start rate and Step 1 in the employee's former classification.

Where the placement of the employee on the next highest rate of pay results in an increase of more than two point five percent (2.5%) on the hourly rate, the employee's anniversary date for future merit increases will be adjusted to the first day of their placement in the new classification.

**I 5:03** Where an employee is voluntarily demoted from a position in a higher grade to a position in a lower grade, she shall be placed on the same increment step of the lower graded position.

Where an employee is involuntarily demoted from a position in a higher grade to a position in a lower grade, she shall be placed on the increment step of the

lower graded position which is closest to, but not higher than her present rate of pay.

### **Article I 6 Merit Increase**

- I 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.
- I 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.
- I 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.
- I 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 1,000 regular hours of work during that preceding twelve (12) month period.
- I 6:05** Where an employee has not accumulated 1,000 hours in accordance with **I 6:04**, he shall be eligible for a merit increase review upon the completion of 1,000 regular hours.
- I 6:06** Where an employee is granted a merit increase in accordance with **I 6:05**:
- (a) The merit increase shall be effective on the first of the bi-weekly pay period in which 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.

- I 6:07** Where an employee is promoted, a new anniversary date shall be established as the first of the month following the promotion. The employee shall be eligible for his next merit increase review in accordance with **I 6:04**.
- I 6:08** **Article left blank to maintain provincial numbering.**
- I 6:09** 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.
- I 6:10** 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.
- I 6:11** 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.
- I 6:12** 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 I 7 Management Rights**

- I 7:01** 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.
- I 7:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.



**I 7:03** In any emergency declared by the Employer or disaster declared by EMO, employees are required to perform duties as assigned notwithstanding any contrary provision in the Collective Agreement.

Compensation for unusual working conditions related to such emergency or disaster will be provided in accordance with the Collective Agreement.

Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with the applicable Overtime Article.

The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged.

### **Article I 8    Disciplinary Action**

**I 8:01** An employee shall only be disciplined for just cause.

**I 8:02** 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 suspend or dismiss an employee. The employee has the option to have a representative present.

**I 8:03** 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.

**I 8:04** An employee may grieve any disciplinary action in accordance with the Grievance Procedure.

### **Article I 9    Personnel Files**

**I 9:01** Upon the written request to the Employer, the personnel file of an employee shall be made available for that employee's full examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a representative present. 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 Human Resources or the applicable supervisor.

**Where it has been agreed by the Employer that such examination shall take place during the employee's work time, the employee will be compensated for time spent as if he/she were at work.**

- I 9:02** An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.
- I 9:03** **There shall be a central personnel file maintained by the Employer for each employee.**

### **Article I 10 Resignations**

- I 10:01** 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.
- I 10:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.
- I 10:03** Where the last day on which an employee who has submitted a notice of resignation performs the employee's regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated the employee's service on that Friday and shall be eligible for holiday pay for that Friday.
- I 10:04** **Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. However, employees with less than one (1) year of service shall give written notice of one (1) week.**
- I 10:05** **Subject to the sole discretion of the Employer, an employee may withdraw the notice of resignation at any time before the resignation becomes effective.**
- I 10:06** The Employer may give equivalent basic pay in lieu of notice.

- I 10:07** The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to or at the termination date.
- I 10:08** 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.
- I 10:09** Where an employee is absent without leave for five (5) working days, **unless there are extenuating circumstances**, 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.
- I 10:10** **Article left blank to maintain provincial numbering.**

### **Article I 11 Performance Appraisal**

- I 11:01** Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

### **Article I 12 Medical Fitness**

- I 12:01** The Employer may require an employee to have a psychiatric examination and/or a physical examination.
- I 12:02** A duly qualified medical practitioner giving a psychiatric or physical examination shall complete the forms required by the Employer.
- I 12:03** The cost of any examination referred to in **I 12:02** will be paid by the Employer.

### **Article I 13 Stand-By**

- I 13:01** For the purposes of this Article, stand-by 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 stand-by.

- I 13:02** (a) An employee who has been designated by the Employer to be on stand-by duty during off duty hours shall receive payment of fifteen dollars **and fifty cents (\$15.50) effective date of ratification**, for each twelve (12) hour period or less on stand-by.
- (b) An employee who has been designated by the Employer to be on stand-by duty during off duty hours on a Saturday, Sunday or a recognized holiday shall receive payment of eighteen dollars **and fifty cents (\$18.50) effective date of ratification**, for each twelve (12) hour period or less on stand-by.
- (c) Where an employee has worked five (5) consecutive and contiguous days and is designated to be on stand-by duty on either the sixth and/or seventh consecutive and contiguous days following shall be eligible for stand-by at eighteen dollars **and fifty cents (\$18.50) effective date of ratification**, for each twelve (12) hour period or less on stand-by.
- I 13:03** Notwithstanding the number of call outs during the period of stand-by, an employee called back to work from stand-by shall be paid for all hours worked or for three (3) hours whichever is greater. The employee shall be paid at the regular rate of pay or the applicable overtime rates as per Article **II 5**.
- I 13:04** For purpose of interpretation of Article **I 13:02** one-half ( $\frac{1}{2}$ ) or more hours must be designated on the said day in order that the employee shall be eligible for the higher rate.

#### **Article I 14 Bereavement and Compassionate Care Leave**

- I 14:01** 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.
- I 14:02** 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.

- I 14:03** 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.
- I 14:04** 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.
- I 14:05** 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 twenty-five (225) kilometres from the employee's home.
- I 14:06** Bereavement leave shall be calculated by determining the number of days an employee would be eligible and multiplying by the pro-rating factor.
- I 14:07** **Article left blank to maintain provincial numbering.**
- I 14:08** Compassionate Care Leave  
An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:
- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
  - (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
  - (c) An employee may take no more than two (2) periods of leave, totalling 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) weeks' duration.

- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
  - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (A) The day the certificate is issued; or
    - (B) If the leave was begun before the certificate was issued, the day the leave began; and
  - (ii) The family member requires the care or support of one (1) 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) A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
  - (v) A current or former foster parent of the employee or of the employee's spouse or common-law partner;
  - (vi) A current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
  - (vii) The spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);

- (viii) Any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) 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 **II 6:02**.
- (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 I 15 Parental Leave**

- I 15:01** An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.
- I 15:02** Adoptive parent leave shall be calculated by multiplying eight (8) hours times the pro-rating factor.
- I 15:03** 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.

- I 15:04** An employee who qualifies under **I 15:03** 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.
- I 15:05** An employee who qualifies in accordance with **I 15:03** and **I 15:04** is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.
- I 15:06** Subject to **I 15:07**, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- I 15:07** 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.
- I 15:08** An 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 **their** child. At the employee's option such leave shall be granted on the day of, or the day following the birth of **their** child, or the day of **their partner's** admission to or discharge from the hospital.
- I 15:09** Paternity leave shall be calculated by multiplying eight (8) hours times the pro-rating factor.

## **Article I 16    Union Business**

- I 16:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the employee's immediate supervisor who shall forward the request to the



Employer for approval. The Union will also provide a copy of the written request to the Human Resource Department.

- (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days' notice, the request shall be considered and shall not be unreasonably denied. **The Union will provide the Employer with written confirmation of dates requested.**
- (c) Where such leave of absence has been granted the Union shall reimburse the Regional Health Authority one hundred percent (100%) of the wages paid to such employees during the approved absence.
- (d) All approved Union leave for Proctors, Home Care Attendants and Home Support Workers shall be processed for wage recovery plus benefit costs according to the employee's previously scheduled hours with the time recorded as seniority and service for all benefits.
- (e) **Where an employee is partially absent on a regularly scheduled day of work due to Union Business, the Employer will only reduce the EFT by the amount of hours within the Available Work Period that the employee was unavailable.**

- I 16:02**
- (a) For time spent with Employer representatives during collective bargaining, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a time-off with pay basis.
  - (b) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the purpose of collective bargaining. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
  - (c) Subject to the mutual agreement of the parties, the total number of employees referred to in both (a) and (b) above may be changed provided any additional employees are on leave without pay or on wage recovery as per **I 16:01 (c)** or **I 16:01 (d)**.

- I 16:03** 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.
- I 16:04** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.

### **Article I 17 Union Security**

- I 17:01** 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.
- I 17:02** The Employer shall forward to the Union the amount of the dues deducted under **I 17:01** above on a bi-weekly basis per each applicable bi-weekly pay period system.
- I 17:03** 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.
- I 17:04** The personal information as identified in **I 17:03** 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.

- I 17:05** 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.
- I 17:06** The Employer will provide the Union with a monthly list of names and work locations of all new hires and terminations.
- I 17:07** A representative of the Union shall be granted not less than fifteen (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.
- I 17:08** **Article left blank to maintain provincial numbering.**

#### **Article I 18 Rights of Stewards**

- I 18:01** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- I 18:02** The Employer recognizes the Union’s right to select stewards to represent employees.
- I 18:03** The Union agrees to provide the Employer with a list of stewards and any subsequent changes for each work location. The Union shall provide appropriate identification for stewards.
- I 18:04** Stewards and employees shall not conduct Union business during their working time.
- I 18:05** 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.
- I 18:06** 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.
- I 18:07** **Article left blank to maintain provincial numbering.**

- I 18:08** Article left blank to maintain provincial numbering.
- I 18:09** For complaints of an urgent nature, a steward shall first obtain the permission of the steward's immediate supervisor before leaving work to investigate such complaint with the employee and supervisor concerned. Such permission shall not be unreasonably sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor.
- I 18:10** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s).

#### **Article I 19 Grievance Procedure**

- I 19:01** A grievance shall be defined as any dispute arising out of interpretation, application or alleged violation of the Agreement.
- I 19:02** 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.
- I 19:03** 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.
- I 19:04** 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.

**I 19:05** 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 Employer/Director or designate. (Step 1).

**I 19:06** Failing settlement of the grievance within seven (7) days after submission under Article **I 19:05**, the Union may within the ensuing ten (10) days submit the grievance in writing to the **Human Resources Director** (rural) / Community Director (WRHA) or designate who shall, within seven (7) days after the receipt of the grievance, render a decision in writing. (Step 2).

**The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.**

**I 19:07** An employee claiming to be discharged or suspended without just cause may submit a grievance **at Step 2** within ten (10) working days of the date the employee becomes aware of the action directly to the **Human Resources Director** (rural) / Community Director (WRHA) or designate.

**The foregoing time limit may be extended by written mutual agreement between the Employer and the Union.**

**I 19:08** 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 **Human Resources Director** (rural) / Community Director (WRHA) or designate.

**I 19:09** An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.

**I 19:10 Article left blank to maintain provincial numbering.**

**I 19:11 Article left blank to maintain provincial numbering.**

## **Article I 20 Arbitration Procedure**

**I 20:01** Within ten (10) days after receiving **Human Resources Director** (rural) / Community Director (WRHA) or designate's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to

the other party in writing. Union approval is required to submit any Union grievance to arbitration.

**The foregoing time limits may be extended by written mutual agreement between the Employer and the Union.**

- I 20:02** 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.
- I 20:03** 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.
- I 20:04** 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.
- I 20:05** The two (2) named members of the board shall within ten (10) days name a third member of the board who shall be chairperson.
- I 20:06** 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.
- I 20:07** 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.
- I 20:08** The decision of the majority or the sole arbitrator shall be the decision of the board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board. The decision of the board of arbitration or the sole arbitrator shall be final and binding and enforceable on all parties and may not be changed.
- I 20:09** Within five (5) days of receipt of the award, should the parties disagree as to the meaning of the decision of the board or the sole arbitrator either party may

apply to the chairperson of the board of arbitration or sole arbitrator to reconvene. Within five (5) days the board of arbitration or the sole arbitrator shall reconvene to clarify the decision.

**I 20:10** Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints,
- (b) One-half (1/2) the fees and expenses of the chairperson or sole arbitrator.

**I 20:11** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

**I 20:12** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

**I 20:13** For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.

**I 20:14** Employees who are subpoenaed to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party, which called him/her, either the Employer or MGEU, shall be responsible for compensating him or her for any salary which would otherwise be lost.

### **Article I 21 Contracting Out**

**I 21:01** 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.

**I 21:02** 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 twenty (120) days' notice;
- (b) During the notice period the parties shall meet to facilitate potential retraining and/or re-deployment opportunities.

## **Article I 22 Technological Change**

- I 22:01** The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.
- I 22:02** The provisions of this Article are intended to assist employees affected by technological change and Sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.
- I 22:03** 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.
- I 22:04** Section 82 (1) through 85 (2) inclusive of The Labour Relations Act shall apply “mutatis mutandis”.
- I 22:05** 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.
- I 22:06** **Article left blank to maintain provincial numbering.**
- I 22:07** **Article left blank to maintain provincial numbering.**

## **Article I 23 Respectful Workplace/No Discrimination/Harassment**

- I 23:01** The Employer’s Respectful Workplace Policy shall be accessible to all employees.
- I 23:02** The parties hereto agree that all employees are entitled to a respectful and safe workplace, and there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of:
- (a) Age;



- (b) Sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (c) Marital status or family status;
- (d) Ancestry, including colour and perceived race;
- (e) Religion or creed, or religious belief, religious association or religious activity;
- (f) Nationality or national origin;
- (g) Ethnic background or origin;
- (h) Political belief, political association or political activity;
- (i) Sexual orientation;
- (j) **Gender identity;**
- (k) Physical or mental disability, or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- (l) Social disadvantage;
- (m) Source of income;
- (n) Or membership or non-membership in the Union or activities in the Union, except as may be allowed under the Manitoba Human Rights Code.

**I 23:03 Harassment**

**The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.**

**The definition of harassment shall consist of the definition contained in the Human Rights Code and shall further include the definition of harassment as set out in the Health and Safety Regulations.**

**Employees are encouraged to review the Respectful Workplace Policy.**

- I 23:04** 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.
- I 23:05** The employee may forward a written complaint marked “Personal and Confidential” alleging harassment directly to the Employer/Supervisor or Human Resource Director/Manager.
- I 23:06** The Employer agrees to investigate allegations of harassment and shall endeavour to resolve them in an expeditious and confidential manner.
- I 23:07** The alleged offender shall be entitled to notice of the complaint and shall be given opportunity to respond to the complaint.
- I 23:08** 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 I 24 Health and Safety**

- I 24:01** The Employer shall in accordance with the objects and purposes of The Workplace Safety and Health Act:
- (a) Ensure so far as is reasonably practicable, the safety, health and welfare at work of all his workers; and

(b) Comply with The Workplace Safety and Health Act and regulations.

**I 24:02** 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.

**I 24:03** A representative from the bargaining unit will represent the bargaining unit members on the Regional Health Authority Health and Safety Committee.

**I 24:04** 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 a **Workplace Violence Prevention** 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.

**I 24:05** The Employer shall provide information and preventative measures for those employees **who may come** in contact with infectious diseases **in the course of their employment. The provision of such preventative measures will be in accordance with established practise criteria within the RHA.**

**I 24:06** 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.

**I 24:07** Where the employee refuses to work under **I 24:06** 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.

**I 24:08** The immediate supervisor in conjunction with the appropriate authorities will ensure that the employee is not required to continue working under dangerous conditions.

### **Article I 25 Civil Liability**

**I 25:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, **except in instances of gross negligence**, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee shall advise the Employer of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
- (c) **Where a settlement has been approved by the Employer through the CEO or designate**, the Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee;

**I 25:02** **In accordance with Article I 25:01, the Employer or Employer's Insurance Provider shall appoint counsel.** The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

### **Article I 26 Court Leave**

**I 26:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period and all jury or witness fees received by the employee shall be remitted to the Regional Health Authority.

- I 26:02** A Proctor, Home Care Attendant or Home Support Worker, on court leave in accordance with **I 26:01**, shall be paid the number of days of court leave granted times the employee's pro-rating factor.
- I 26:03** An employee shall only be eligible for payment in accordance with **I 26:02** provided the employee's work assignments would have remained unchanged had the employee not been absent on court leave.

### **Article I 27 Labour Management Committee**

- I 27:01** 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 **unless otherwise mutually agreed to by the parties in the committee's Terms of Reference**. Except by mutual agreement the committee shall meet quarterly for the purpose of discussing issues relating to the workplace which affect the parties.
- I 27:02** The committee may make recommendations to the Union and the Regional Health Authority with respect to its discussions and conclusions, but shall not have jurisdiction over wages, or any matter of the Collective Agreement. The committee shall not supersede the activities of any other committee of the Union or of the Regional Health Authority and it does not have the power to bind either the Union or its members or the Regional Health Authority to its discussions or conclusions.
- I 27:03** The committee shall have two (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings of the committee and may participate fully in the deliberations and the discussions of the committee.
- I 27:04** Employees appointed by and acting on behalf of the Union shall receive basic pay for time spent at Labour Management Committee meetings.

**I 27:05** Standing agenda items for discussion will include but are not limited to issues of communication and scheduling as it relates to day to day service delivery including:

- Responses received regarding task time / travel time concerns;
- Allocation of additional hours;
- Communication processes re: changing/rescheduling clients;
- Update on scheduling best practice and impact on paid time with no client's scheduled;
- Updates on the work of the Joint Committee to Optimize Scheduling Practices.

#### **Article I 28 Inclement Weather**

**I 28:01** 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 **receive first preference based on seniority for additional available hours within their community office if such hours are available during the following two (2) consecutive bi-weekly pay periods, to work any hours missed. Where the scheduling of such additional available hours cannot be accommodated or the employee chooses not to accept additional hours, the employee shall** be entitled to use available vacation credits, banked time or overtime to offset lost hours.

**I 28:02** When an employee is able to attend at work at the commencement of the employee's shift assignment in spite of inclement weather as outlined in I 28:01, but is unable to complete the full shift assignment, due to those conditions, the employee will report to their community office and will be reassigned to alternate work as is available. If such alternate work is not available, the employee shall be paid for the employee's full shift assignment as long as the employee has completed fifty percent (50%) or more of their scheduled hours. Where the employee has not completed fifty percent (50%) or more of their scheduled hours, the employee will

**only be paid for hours worked and shall be entitled to use available vacation credits, banked time, or overtime to offset lost hours.**

### **Article I 29 Loss Of or Damage To Personal Effects**

- I 29:01** 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.
- I 29:02** 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.
- I 29:03** 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 I 30 Job Descriptions and Job Classifications**

- I 30:01** 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.
- I 30:02** 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.
- I 30:03** If the salary range of a new or revised classification is adjusted as per **I 30:02**, such adjustment shall be retroactive to the date the new or revised classification came into effect.

### **Article I 31 Recruitment and Retention**

- I 31:01** Employees covered by the WRHA Homecare/Home Support Worker, WRHA Proctor, and WRHA Home Visitors Collective Agreements shall be given consideration for available employment opportunities within the bargaining unit prior to external applicants, provided they meet the qualifications.

### **Article I 32 Probation**

- I 32:01** All new full-time employees shall be on probation for three (3) calendar months with provision for an extension of the probationary period for another three (3) months, and all new part-time employees shall be on probation for six (6) calendar months from the day of their employment.
- I 32:02** An employee who is rejected during the 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 **Human Resources Director** (rural) / Community Director (WRHA) or designate shall hold a hearing to discuss the grievance with the employee. The employee has the option to have a representative present. The decision at Step 2 shall be final for such grievance(s).
- I 32:03** Subject to **I 32:02**, the rejection on probation of an employee is neither grievable nor arbitral.
- I 32:04** Article left blank to maintain provincial numbering.

### **Article I 33 Conduct of Employees**

Article left blank to maintain provincial numbering.

### **Article I 34 Retroactive Wages**

- I 34:01** Retroactive pay will be paid to all employees working during the retroactivity period. Staff who do not currently work for the Employer are required to request such retroactivity pay in writing.



Retroactive pay will be processed as soon as possible following ratification of the settlement by both parties and the provision of the approved wage scales to the Employer. The anticipated timelines for processing of retroactive pay will be communicated to all current employees in an appropriate format.

Wherever possible, retroactive pay will be made by separate cheque.

### **Article I 35 Rehabilitation, Return to Work and Accommodation**

**I 35:01** The Employer and the Union agree to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled employees.

- (a) The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Union.
- (b) When a need to accommodate is identified, the parties agree to work cooperatively to investigate and identify accommodation that is substantial, meaningful and reasonable to the point of undue hardship.
- (c) Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.

### **Article I 36 More Than One Position**

**I 36:01** Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position with the Employer. It is understood that at no time will the arrangement result in additional cost to the Employer. Where it is determined that it is not feasible for the employee to work in more than one (1) position, the employee will have the option of assuming the position applied for and relinquishing their former position.

**I 36:02** At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT, however, it is recognized that daily hours of work may be exceeded, by mutual agreement between the Employer, the employee and the Union.

- I 36:03** Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time, (i.e. status will not be converted to full-time).
- I 36:04** All salary-based benefits, i.e. Group Life, Pension, D&R, as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
- I 36:05** All accrued employee benefits, i.e. vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- I 36:06** Requests for scheduling of vacation, paid or unpaid leaves of absence, etc. shall be submitted to each individual supervisor/manager, and will be considered independently, based on the operational requirements of that area.
- I 36:07** Employees taking on an additional position will be subject to a six (6) month trial period in that position. If, during the trial period, the applicant is found by the Employer to be unsatisfactory in her new position, she shall relinquish that position.
- I 36:08** Where an approved arrangement is later found to be unworkable, the affected employee will be required to relinquish one (1) of the positions occupied.

### **Article I 37 Leave of Absence**

- I 37:01** Leaves of absence with or without pay may be granted for a period for a good and sufficient reason at the discretion of the Employer. Except in emergency circumstances, all requests for leave of absence must be made in writing to the department head at least thirty (30) calendar days in advance, specifying the reason for requested leave and the proposed dates of departure and return.
- I 37:02** The leave request will be considered on an individual basis and may be allowed at the discretion of the Employer, giving consideration of the reason for the request and the operational requirements. The Employer shall notify the employee of her/his decision in writing within one (1) week of receipt of the request.

- I 37:03 (a) An employee who is granted a leave of absence for six (6) months or less, will be returned to her former classification at her former increment step.
- (b) An employee who is granted leave of absence between six (6) months and one (1) year will be returned to her former classification at her former increment step.
- (c) An employee who is granted a leave of absence for a period of over one (1) year, will be assured preferential consideration as to placement in a vacancy most similar to the position held prior to the leave of absence, and at the increment level received prior to the leave of absence.

I 37:04 Effective Date of Ratification:

Where an HCA 1, HCA 2, HSW is unable to work due to a leave of absence of any kind (whether paid or unpaid), the Employer is only responsible for fulfilling the EFT commitment that is scheduled on the remaining scheduled work days within that pay period.

Should an employee have a partial day leave of absence, their EFT for that day shall only be reduced by the period of time that they were unavailable due to the absence.

Article I 38 Remoteness Allowance

Article left blank to maintain provincial numbering.

**Memorandum of Agreement #I-1***between***The Labour Relations Secretariat Representing  
Regional Health Authorities***and***Manitoba Government and General Employees' Union****Re: Representative Workforce**

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The parties understand that Aboriginal persons are significantly under-represented 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.

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 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional  
Health Authority

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government  
and General Employees' Union

[Signature]  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #I-2**

*between*

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

*and*


**Manitoba Government and General Employees' Union**


**Re: Funding Opportunities for Training**

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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 15<sup>th</sup> day of July, 2016

  
\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

  
\_\_\_\_\_  
On Behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

  
\_\_\_\_\_  
On Behalf of Manitoba Government  
and General Employees' Union

## **Section II**

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### **Home Care Program**

**(Including Full-time, Part-time, Term and Casual Employees  
unless otherwise indicated.)**

**Article II 1 Interpretation**

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

- (a) “The Available Work Period” means a regular reoccurring period of availability in which work is scheduled, defined daily as the Normal Daily Hours of Work plus two (2) hours to a maximum of nine and one-half (9½) daily hours.
- (i) **The Employer will commit to implement the following scheduling rules as soon as is possible, and no later than April 1, 2016:**
  - (A) Where the Employer is already scheduling client assignments consecutively, the Employer will continue to schedule as consecutively as possible, in accordance with (B) below.
  - (B) Client assignments will be scheduled consecutively, unless client needs or the need to provide services necessitates an assigned task being completed at a specific period of time.
  - (C) Where an unscheduled period is necessary in the consecutive scheduling of assignments, that is due to client specific needs or the need to provide services as referenced in (B) above, said unscheduled period will be no less than fifteen (15) minutes in length.
  - D. Where an unscheduled period is scheduled as referenced in (C) above, the unscheduled period will be unpaid and will be considered part of the “Available Work Period” for that day.
  - (E) Where an unscheduled period is scheduled as referenced in (C) above, but is less than fifteen (15) minutes in length, the unscheduled period shall be considered to be part of the client assignments and the unscheduled period of less than fifteen (15) minutes will be paid and treated as time worked.



(F) Effective Date of Ratification

Where legitimate unforeseen circumstances arise that necessitate the employee work beyond their scheduled hours, without an opportunity to obtain prior authorization, the employee shall document same on their time sheet to substantiate the reason for the additional work. Payment for the additional work, at the appropriate rate of pay, shall not be unreasonably denied.

Effective April 1, 2016

- For those Paid 8 hours - at most need to be available for an extra 45 minutes beyond unpaid meal break;
- For those Paid 5.0 to 7.5 hours - at most need to be available for an extra 75 minutes beyond unpaid meal break;
- For those Paid 3.0 to 4.5 hours - at most need to be available for an extra 60 minutes.

Effective January 1, 2017

- For those Paid 8 hours - at most need to be available for an extra 30 minutes beyond unpaid meal break;
- For those Paid 5.0 to 7.5 hours - at most need to be available for an extra 45 minutes beyond unpaid meal break;
- For those Paid 3.0 to 4.5 hours - at most need to be available for an extra 60 minutes.

(ii) “Anticipated Daily Hours of Work” means the number of hours that the Employer has committed to scheduling the employee

on a particular day as part of the EFT position that the employee was awarded;

- (iii) “Client Assignment” means the specific clients, tasks and assigned time periods that have been given to the employee to complete during their anticipated daily hours of work.
- (b) “Casual Employee” as the definition set out in Article I 1:01. Hours of work for casual employees shall be as assigned by the Employer. The Employer shall only pay for hours worked. Where the Employer cancels any client assignment assigned to a casual employee at any time prior to its commencement, the employee is not entitled to be paid for that assignment.

Where a casual employee is unable to complete their assignment due to client circumstances beyond the control of the employee, then the casual employee shall be paid as follows:

- (i) 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.
- (ii) 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.
- (iii) The total daily assignment shall be no less than one (1) paid hour.

Notwithstanding Article I 1:01, effective April 1, 2013, employees who do not have an EFT position, shall have their seniority retained and shall accumulate seniority on the basis of all hours worked (exclusive of overtime) for the sole purpose of attaining a permanent position or term position subject to Article II 8.

Casual seniority shall not take priority over full-time or part-time employee seniority. The seniority hours accrued during the period of

casual employment shall not be carried over to permanent employment.

Effective April 1, 2013, casual employees will remain entitled to severance pay under Article II 9 provided their accumulated service in both casual and EFT positions meets the required criteria.

Effective date of ratification, where an EFT employee chooses to resign their EFT position, and where that employee requests to be rehired as a casual employee, and where the Employer does hire the individual as a casual employee within a maximum six (6) week period, the employee will be credited with the accumulated service in place on the date of their resignation, for the sole purpose of potential eligibility for severance.

Where a casual employee accepts a term position, and at the end of the term position where the casual employee's only option is to return to their previous casual status, all hours worked during the term position will be added to their casual seniority hours.

- (c) **“EFT Position”** means a full-time or part-time position with a regular reoccurring guaranteed amount of hours within a bi-weekly pay period.
- (d) **“Normal Daily Scheduled Hours”** means the daily hours within the **Available Work Period** associated with the bi-weekly EFT.
- (e) **“Program”** means the community sector within which the employee is employed, i.e. Home Care or Mental Health.

## **Article II 2 Hours of Work**

**II 2:01** 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.

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.

- II 2:02**
- (a) Hours of work for a full-time employee are a maximum of eight (8) hours per day and eighty (80) hours per bi-weekly pay period.
  - (b) 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.
  - (c) Where an employee is **requested** to remain with the client during the meal period, such time shall form part of the work schedule.
  - (d) An employee who works a minimum of four (4) consecutive hours for one (1) client will receive one (1) fifteen (15) minute rest period for each period so worked.
  - (e) Time spent travelling between consecutive and contiguous work assignments is considered work time.
  - (f) Time spent in meetings required by the Employer or time scheduled by the Employer to attend at the office is considered work time.
- II 2:03**
- (a) Employees may be required to work split shifts.
  - (b) An employee required by the Employer to work a split shift shall receive a premium of six dollars and fifty cents (\$6.50) per shift. **Increase in shift premium to six dollars and seventy-five cents (\$6.75) on October 1, 2016.**
  - (c) The premium referred to in **II 2:03 (b)** above shall not be included in the calculation of any benefits.
  - (d) A split shift is defined as “any two (2) or more daily work assignments that include a scheduled unpaid break period of one (1) hour and fifteen (15) minutes” or more. Assignments that cross 24:00 hours (midnight) on consecutive days do not constitute a split shift.
  - (e) **Split shift premium is not payable on the time period that may fall between the employee’s regular EFT assignment and additional hours that the employee may pick up.**

- (f) If however the employee accepts an additional client assignment, and the client assignment has an unpaid break period of more than one (1) hour and fifteen (15) minutes, the employee shall be eligible for a split shift premium, provided that they have not as yet received a split shift payment on that twenty-four (24) hour calendar day.

- II 2:04** (a) The Employer will contact employees on their days of rest only in those instances where the matter is urgent or it pertains to information which must be conveyed prior to the start of the next shift.
- (b) If the Employer reschedules/adds an assignment to an employee's shift which alters their start time, the employee shall be notified of their updated start time prior to the close of their previous shift, subject to II 2:04 (a).

### **Article II 3 Shifts**

#### **Article II 3 Applies to Full-time and Part-time EFT Employees Only**

#### **II 3:01** Shift Schedules

- (a) Establishment of Shifts

Day Shift: Employees assigned to work a day shift will be scheduled to work an available work period between the hours of 6:00 a.m. and 6:00 p.m.

Evening Shift: Employees assigned to work an evening shift will be scheduled to work an available work period between the hours of 12:00 p.m. and 12:00 a.m.

Night Shift: Employees assigned to work a night shift will be scheduled to work an available work period between the hours of 9:00 p.m. and 9:00 a.m.

- (b) The above definitions of shifts do not preclude the Employer and the Union from mutually agreeing to the implementation of modified shifts if client needs should require.

- (c) The Employer will endeavour to establish regular day, evening and night rotations where operational requirements permit. Where this is not possible, and employees are required to work more than one rotation, they shall be assigned to work either a day and evening rotation or a day and night rotation. There shall be at least as great a number of day shifts assigned as there are night (or evening) shifts within each standard rotation pattern. Positions will be posted indicating the shift (e.g.: Days, Days/Evening, etc.) and the letter of offer will indicate the shift as per the posting.
- (d) The total client assignment on any given work day shall not be less than one (1) paid hour or more than eight (8) paid hours within the available work period and may include the requirements to work a split shift.
- (e) The Parties agree that it is desirable to schedule assignments on a consecutive basis, whenever possible.
- (f) Shift patterns shall be planned by the Employer and shall, unless otherwise mutually agreed, provide for:
  - (i) No more than seven (7) consecutive scheduled days.
  - (ii) A minimum of eight (8) days off within each period of four (4) consecutive weeks.
  - (iii) Alternate weekends off to be granted as often as is reasonably possible with each employee receiving a minimum of every third weekend off.

### **II 3:02** Shift Operations

- (a) **Anticipated** daily hours of work may be staggered. Notwithstanding, the Employer will endeavour to create consistent and predictable shifts. **Where necessary to meet the EFT hour commitment of an employee or to maintain provision of service, an employee may be temporarily reassigned to other work of another Community Office for which she/he is qualified. It is understood that such reassignment will only occur within a fifty (50) kilometre radius of the originating community office unless a greater distance is mutually agreed**

**between the Employer and the employee. Should reassignment as contemplated above not be possible, the employee shall receive pay for the scheduled hours not worked. Travel time and mileage will be paid to the employee in accordance with the Collective Agreement.**

**For purposes of clarity in scheduling and communication:**

- **Cancelled assignments under (e) (i) below will be referred to as “cancelled assignments”;**
  - **Cancelled assignments under (e) (ii) below will be referred to as “adjusted assignments”; and**
  - **Cancelled assignments under (e) (iii) below will be referred as “rescheduled assignments”.**
- (b) Shift patterns, including the available work period within which work will be scheduled, will be established for each employee and maintained. Each employee’s work schedule (i.e. client assignment) will be provided to him or her in writing on a bi-weekly basis. When changes to the assignments are made these shall be communicated verbally by the Resource Coordinator with as much notice as possible.
- (c) Where a permanent change in the normal work schedule becomes desirable, such changes shall only be made subject to a written agreement between the employee(s) concerned, the Union and the Employer.
- (d) The Employer has the right to assign work within the available work period of an employee in order to maintain their respective EFT. The available work period on any given day will be available for the scheduling of work. Daily hours of work may fluctuate due to changing client needs but the bi-weekly EFT will be maintained.
- (e) Where an employee is unable to complete his/her assignment due to client circumstances, the following will apply:
- (i) Where the employee arrives at the client residence and the client is not home, or, the employee is notified of a cancelled call that day:
    - (A) The employee must call in to the appropriate office.

- (B) If alternate work is available at that time they will be reassigned.
  - (C) If no alternate work is available, the employee will be paid for the cancelled assignment.
- (ii) Where it becomes known that the client will not be available for an assignment on the next calendar day:
    - (A) Alternate work will be provided which may not be at the exact same time as the client assignment but will be within the employee's window of availability on that day.
    - (B) The rescheduled assignment will be as close to the employee's existing work schedule, as client/operational requirements permit.
    - (C) If no alternate work is available, the employee will be paid for the duration of the cancelled assignment.
  - (iii) Where it becomes known that the client will not be available for an assignment subsequent to the next calendar day:
    - (A) Alternate work will be provided within the available work period on the days remaining within the current pay period.
    - (B) The rescheduled assignment will be as close to the employee's existing work schedule, as client/operational requirements permit.
    - (C) If no alternate work is available within the remainder of the pay period, the employee will be topped up for the pay period for the missed assignment.
  - (iv) Travel time and other expenses shall be paid as applicable.

#### **Article II 4 Part-time Employees - Additional Assignments**

- II 4:01** (a) Part-time employees who indicate in writing to the Employer that they wish to work additional **assignments**, and have provided their additional availability, shall be offered such work when available provided they are



able to perform the required duties (i.e. client continuity, client specific training, gender, and/or availability of vehicle).

- (b) Client continuity will be considered only in extenuating circumstances.
- (c) Subject to **II 4:01 (a)**, such additional **assignments** shall be allocated as per seniority within the applicable Community Office\* amongst those employees who have requested additional **assignments**. (Travel as per **II 18** shall apply).
- (d) Where a part-time employee has been offered additional **assignments** within their additional defined availability and the employee has refused that additional **assignments** on three (3) consecutive occasions, the Employer is not obligated to offer any additional **assignments** for a ninety (90) day period. After this ninety (90) day period, the employee may again indicate in writing to the Employer that they wish to work additional **assignments** as per **II 4:01 (a)**.
- (e) **Any additional assignments assigned to a part-time employee may be cancelled prior to its commencement and the employee is not entitled to be paid for those assignments.**
- (f) **The Employer shall post the names of employees who have been assigned additional hours, and the hours so assigned, in the community office, on a bi-weekly basis.**
- (g) **With respect to the allocation of additional hours, the order for allocation shall be as follows:**

**First consideration shall be from among EFT employees in the applicable community area office; thereafter, consideration shall be given as follows:**

- (i) Casual employees from within the community area office;**
- (ii) EFT employees from outside the community area office;**
- (iii) Casual employees from outside the community area office.**

\*Region Specific (“Region Specific” refers to location(s) of RHA(s) Community Office(s); location may and does change from time-to-time.)

### **Article II 5 Overtime**

- II 5:01** (a) Overtime shall be authorized time worked which exceeds eight (8) hours in a day or eighty (80) hours in a biweekly period.
- (b) Overtime will be paid as follows:
- (i) One and one-half times (1½x) for the first three (3) hours;
  - (ii) Two times (2x) thereafter;
- for more than eight (8) hours worked on any given day as well as for more than eighty (80) hours in a pay period.
- II 5:02** Overtime worked as a result of the changeover from Daylight Savings Time to Central Standard Time shall be deemed to be authorized overtime and the employee will be paid only for actual hours worked on the changeover from Central Standard Time to Daylight Savings Time.
- II 5:03** Overtime shall be compensated by paying the employee for all time worked at the applicable rate.

### **Article II 6 Seniority**

- II 6:01** “Seniority” is defined as an employee’s accumulated regular hours worked in a classification under the terms and conditions of this Collective Agreement.
- II 6:02** Notwithstanding **II 6:01**, 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.

**II 6:03** The periods of absence referred to in **II 6:02** 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 **II 6:02 (d)** in accordance with the employee's vacation accrual rate under **II 11:02**.

**II 6:04** 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.

**II 6:05** Seniority lists shall be revised annually and shall be posted by **January 31** in the **Community Offices**. A copy of the seniority list shall be provided to the Union.

**The seniority list shall be prepared by the Employer at an effective date of the end date of the last pay period of the calendar year.**

## **Article II 7 Recruitment and Selection**

- II 7:01** (a) Vacant or new positions shall be posted for seven (7) calendar days. Such postings shall state the occupational classification, required qualifications, EFT, available work period, transportation requirements and current location. A copy of each posting shall be sent to the Union.
- (b) The selection of employees for vacant or new positions shall be made within the applicable Community Office\* on the basis of qualifications\*\* and work performance. Other factors to be considered are availability, mileage costs and seniority. Where all factors are relatively equal, seniority shall be the determining factor.

- (c) The name of the successful candidate for the position will be posted within the appropriate Community Office.

An employee who is not the successful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to the Employer. Such a request shall be made within ten (10) days of the posting of the employee who was the successful applicant.

- (d) First consideration for filling vacancies or new positions shall be given to persons on the re-employment list. Thereafter, consideration shall be given to qualified internal candidates.

- (e) **First consideration for filling vacancies or new positions shall be from among EFT employees in the applicable community area office; thereafter, consideration shall be given as follows:**

- (i) Casual employees from within the community area office;**
- (ii) EFT employees from outside the community area office;**
- (iii) Casual employees from outside the community area office.**

\*Region Specific.

\*\*It is acknowledged that qualifications may include gender and transportation requirements.

## **Article II 8 Layoff and Recall**

- II 8:01** (a) When a reduction or restructuring in the workforce becomes necessary, or an interruption of work occurs, permanent full-time and part-time employees shall be laid off in reverse order of seniority within their occupational classification within the applicable Community Office. **Where an employee does not own a permanent EFT position, and is occupying a term position, this Article shall not apply to them.**
- (b) Prior to making a determination of layoff, the Employer shall attempt to maintain the EFT position of potentially affected employee(s) by providing them with any new assignments coming into the system and, where these

are not sufficient, hours will be reassigned from casual employees in reverse order of seniority.

- (c) Affected employees shall receive the balance of the current pay period and two (2) weeks' notice or pay in lieu of such notice. Written notice shall be given by personal service or registered mail to the employee(s) concerned and a copy shall be forwarded to the Union.
- (d) Affected employees may exercise their seniority to displace the most junior employee within their Community Office, provided they are qualified to do the work as per the selection criteria in **II 8:01 (b)**.
- (e) Definition of a "re-employment list" - the names of employees laid off are placed in order of seniority on the re-employment list.
- (f) Human Resources within the RHA shall be responsible for maintaining and monitoring the re-employment list.
- (g) No new employee shall be hired until those laid off have been given an opportunity to bid on vacated positions as per **II 8:01 (d)** herein.
- (h) Employees laid off in accordance with this Article shall be recalled by order of seniority to available positions within the applicable Community Office, provided they are qualified to perform the work and meet the selection criteria relating to gender and transportation.
- (i) To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address/phone number, and further, during the layoff period, must inform the Employer immediately of any address/phone number changes.
- (j) As per **II 8:01 (h)** above, the employee must communicate with the Employer within seven (7) calendar days of his notice of recall being delivered to his recorded address. Further, the employee must be prepared to begin work at the time designated by the Employer.
- (k) Employees on layoff may be offered non-EFT assignments and this shall not affect their EFT status or their layoff status.

- (l) The right of a person who has been laid-off to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:
- (i) If the person did not communicate with the Employer as specified in **II 8:01 (j)** herein.
  - (ii) If the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer.
  - (iii) A twelve (12) month period has elapsed since the date of layoff.

### **Article II 9 Severance Pay**

- II 9:01 (a)** **Employees whose services are terminated as a result of retirement, in accordance with the pension plan or death, shall be entitled to severance pay payable to the employee or to the employee's estate in the event of the employee's death as follows:** employees with ten (10) or more years of accumulated service shall be paid severance pay in the amount of one (1) week's pay for each year of accumulated service or portion thereof to a maximum of fifteen (15) weeks' pay.
- (b)** Where an employee fails to accrue ten (10) years' accumulated service as a result of retirement, or death the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of ten (10) weeks' pay multiplied by the factor of the number of months accumulated service completed in his tenth year divided by twelve (12) months.
- II 9:02** Employees with one (1) or more years of accumulated service whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one (1) week's pay for each year of accumulated service or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay
- II 9:03** The rate of pay referred to in this Article shall be determined on the basis of the last hourly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death.

**II 9:04** For purposes of interpretation, one (1) week's pay shall equal forty (40) hour's pay.

### **Article II 10 Recognized Holidays**

**II 10:01** The following are recognized holidays:

New Year's Day	Civic Holiday (first weekend in August)
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

Any other holiday proclaimed by federal or provincial statute.

**II 10:02** An employee shall be eligible to be paid one and one-half times (1½x) for all hours worked on a recognized holiday listed in **II 10:01**. **The Employer is not required to schedule the employee for their previous EFT hours on the recognized holiday.**

- (a) **Subject to (b) below, a full-time employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee.**
- (b) **Full-time employees shall be allowed to maintain up to two (2) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. The employee shall submit her request for time off at least two (2) weeks ahead of the day(s) wanted. Approval will be based on operational requirements and will be granted whenever possible. If compensating time off is impractical to schedule by March 31, of any year, the employee shall receive her regular rate of pay for all days banked.**

- (c) Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on general holidays. Such holiday pay shall be included in each regular pay cheque.

General holiday pay earned in accordance with the above shall be considered as paid hours for the purpose of accruing seniority.

- (d) Where a recognized holiday falls on an employee's normally scheduled day of work and the employee's hours are reduced due to service reductions, the Employer shall notify the employee at least (2) weeks in advance of the recognized holiday and all hours scheduled on the recognized holiday shall be scheduled consecutively with a minimum three (3) hour block and no available work period shall apply.
- (e) Where a recognized holiday falls on a part-time employee's normally scheduled day of work, and the employee is not scheduled to work due to service reductions, the Employer, at the request of the employee, will endeavour to schedule an equivalent number of hours payable at straight time rates. This request must be made prior to the date of the recognized holiday and is subject to availability of work and shall not be unreasonably denied.

**II 10:03** 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 1. Subject to operational requirements, the Employer shall notify the employee by no later than December 15 of the status of their request.

**II 10:04** 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 (1½x) for each hour worked on the assignment between the hours of 00:01 and 24:00 on the day of the recognized holiday.



**Article II 11 Vacation**

- II 11:01** 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.
- II 11:02** 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) year's accumulated service the employee shall earn vacation credits at the rate of eight percent (8%) per annum.
- II 11:03** Vacation credits as referred to in **II 11:02** 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.
- II 11:04** For purpose of this Article a year of accumulated service shall be 2,080 regular hours worked.
- II 11:05** A vacation week is defined as a period of seven (7) 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.

**II 11:06 The Employer will post a projected vacation entitlement list not later than February 1 for the upcoming vacation year.**

**Employees shall indicate in writing their preferences as to vacation dates by no later than March 1.**

**Priority in the selection of dates shall be given to the employees having the most seniority within each Community Area as identified by the seniority list.**

**An employee who fails to indicate her choice of vacation within the above vacation request period shall not have preference in the choice of vacation time, where other employees have indicated their preference. However, all vacation requests received by the Employer after March 1 will be approved on a first come, first serve basis. 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 (2) shall be given preference.**

**Employees in term positions will be considered to be assigned to the Community Office they will be working in on the dates they select for their respective vacation.**

**An employee who transfers to a Community Office after vacation requests have been approved will have her/his vacation scheduled by the manager of the new Community Office in consultation with the employee within the time periods remaining during the vacation year.**

**All requests for vacation leave will be subject to approval of the employee's supervisor or designate based on operational requirements.**

**The Employer will post an approved vacation schedule of the projected vacation entitlement list no later than the April 1.**

**Vacation shall not be changed unless mutually agreed upon by the employee and the Employer.**

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 (1) week in length.

- (a) Notwithstanding the one (1) week minimum length for a vacation period and subject to operational requirements, **a full-time** employee may retain up to **five (5)** individual days of their vacation allotment to be taken during the vacation year. Should an employee elect to retain up to **five (5)** vacation days, one (1) week of vacation (seven [7] calendar days) shall be reduced by the number of days retained.

To further clarify, seven (7) calendar days equals five (5) work days (days with work scheduled) and two (2) non-work days (days with no work scheduled) for a full-time employee.

- (b) **Notwithstanding the one (1) week minimum length for a vacation period and subject to operational requirements, a part-time employee may retain up to three (3) individual days of their vacation allotment to be taken during the vacation year. Should an employee elect to retain up to three (3) vacation days, one (1) week of vacation (seven [7] calendar days) shall be reduced by the number of days retained.**

Where three (3) vacation days are retained, as in three (3) work days, the remaining available block is a maximum of four (4) days including no more than two (2) work days, and may be scheduled by the employee prior to the end of the vacation year. There will be no carry-over of unused days into the next vacation year.

For part-time employees, their combination of work days off would be defined by their normal work schedule.

- (c) For all employees these retained individual days shall be paid from their available vacation bank. 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.

**II 11:07 (a) Applicable to Full-time and Part-time Employees Only**

**Vacation earned in any vacation year is to be taken in the following vacation year as per Article II 11:01.**

**(b) Applicable to Casual Employees Only**

**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.**

- II 11:08 (a)** Where the employee is on an approved vacation day or vacation week block, the Employer is only responsible for fulfilling the EFT commitment that is scheduled on the remaining scheduled work days within that pay period.

- (b) 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.

- II 11:09** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave **in accordance with the Benefit Trust Fund** 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.

- II 11:10** Except in cases of emergency, the Employer shall not contact employees on their vacation.

**Article II 12 Sick Credits**

**II 12:01** Effective April 1, 2016, the Employer will provide a limited defined sick credit accrual that can be used to offset the lost wages in accordance with Article II 12:04 below.

Staff will accrue sick credits as follows:

- (a) At one thousand and forty (1,040) “regular hours worked” as defined in MOA Re: Pro-rating Factor, the employee will earn an eight (8) hour sick credit that will be placed into their sick credit bank. Sick credits will only be paid at sixty-six point six seven percent (66.67%) of the employee’s hourly rate, consistent with the sick leave benefit plan provided under the Manitoba Home Care Employee Benefit Trust.
- (b) Following accrual of an additional one thousand and forty (1,040) “regular hours worked”, the employee will accrue a second eight (8) hours for placement in their sick credit bank.
- (c) Any unused sick credit time, will be carried over to the 2017/2018 fiscal year.

**II 12:02** Effective April 1, 2017, the accrual rate for sick credits will change; therefore fifty percent (50%) of all regular hours worked accrued up to and including March 31, 2017 towards additional sick credits will be carried forward to April 1, 2017.

**II 12:03** Effective April 1, 2017, all staff will accrue one eight (8) hour sick credit for every five hundred and twenty (520) “regular hours worked” as defined in MOA Re: Pro-rating Factor.

The employee will be allowed to carry over any unused sick credit hours from year to year. The sick credit bank may not exceed thirty-two (32) hours at any point of time.

**II 12:04** Sick credits may be requested to offset lost wages on the first and/or second day of illness subject to the following conditions:

- (a) Only a full “day” of sick credits can be utilized. A full “day” is based on the employee’s “Normal Daily Scheduled Hours” as defined in Article II 1:01 (d).
- (b) Sick credits cannot be utilized for any partial day absences.
- (c) Sick credits will only be paid at sixty-six point six seven percent (66.67%) of the regular hourly rate.
- (d) A doctor’s note may be required to validate the employee’s illness, at the Employer’s discretion, and will not be required without valid reason.
- (e) Sick credits cannot be requested unless there are sufficient banked sick credits available to cover the full “Normal Daily Scheduled Hours” as defined in Article II 1:01 (d).

### **Article II 13 Sick Leave**

**II 13:01** Where the employee is not at work due to illness, the Employer is only responsible for fulfilling the EFT commitment that is scheduled on the remaining scheduled work days within that pay period plus paying the employee for any hours they may have worked on a partial day of illness.

### **Article II 14 Maternity Leave**

**II 14:01** 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 **II 14:01 (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

**II 14:02** Sections **52 to 57.1 (2)** inclusive of the Employment Standards Code respecting maternity leave shall apply “mutatis mutandis.”

**II 14:03** 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.

**II 14:04** Where an employee’s anniversary date falls during the period of maternity leave and where the employee has accrued 1,000 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.

## **Article II 15 Workers Compensation**

**II 15:01** 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.

**II 15:02** 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.

**II 15:03** 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 II 16 Bridging of Service**

**II 16:01** An employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with accrued service accumulated up to the time of resignation for the 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 II 17 Uniforms and Protective Clothing**

**II 17:01** 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.

**II 17:02** 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.

**II 17:03** 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 II 18 Transportation**

**II 18:01** (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 (GEMA) for all travel between work locations. Where the Employer requires the employee to use their personal vehicle or where the employee's schedule is based on the use of a vehicle, the use of the privately owned vehicle shall be deemed to be authorized.

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

- (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.

**II 18:02** Where bus transportation is approved for travel between work locations employees shall be reimbursed transit expenses and travel time as per Article **II 2:02**.

**II 18:03** Taxi fare shall be reimbursed for all travel on the Employer's business between the hours of 24:00 (midnight) and 06:00. Upon approval from the Employer, in instances where an employee takes a taxi for safety or other reasons, the employee shall be reimbursed for the fare.

**II 18:04** This Article does not apply to Mental Health Proctors (2 and 3) if they are not transitioned to EFTs and does not apply to any Mental Health Proctors that continue to self-schedule following the effective date of implementation of EFTs:

- (a) Travel time between work locations shall be considered time worked.
- (b) Travel time from the employee's home to the first work assignment of the day shall also be considered time worked but only where:

- (i) The first assignment is to report to a client's residence, rather than to the designated Community Office to which the employee normally reports; and
  - (ii) The client's residence is more than twenty-four (24) kilometres away from the Community Office and from the employee's home.
- (c) Travel time from the last work assignment of the day to the employee's home shall also be considered time worked but only where:
- (i) The last assignment is at a client's residence, rather than at the designated Community Office to which the employee normally reports; and
  - (ii) The client's residence is more than twenty-four (24) kilometres away from the Community Office and the employee's home. Employees required by the Employer to attend a training course shall be paid at their regular hourly rate for all classroom hours.

- II 18:05** (a) Where an employee travels by bus between assignments on a split shift, the employee shall be reimbursed bus fare and the normal time that would have been scheduled for travel between the assignments as if they were contiguous.
- (b) Where the employee is authorized to use 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.
- (c) Where an employee is assigned a split shift with one (1) client, the employee shall be eligible for transportation cost and travel time to and from the client for the second and any subsequent assignments on the same day.

**II 18:06** Upon request, employees will be provided with the route details for which they are being reimbursed.

## Article II 19 Training

- II 19:01** (a) Employees required by the Employer to attend a training course shall be paid at their regular hourly rate for all classroom hours.
- (b) **If such training falls on an employee's day off, where operationally feasible, the employee may have the option to take an equivalent number of hours off without pay within the pay period.**
- II 19:02** Where an employee incurs transportation costs to attend training courses he shall be reimbursed in accordance with Article **II 18**.
- II 19:03** Where the Employer requires an employee classified at the HCA1 level to take the HCA training course at Red River Community College, Keewatin Community College, Assiniboine Community College or any other HCA Training Course approved by the Employer, then the employee shall be entitled to the benefits under Article **II 19**.
- II 19:04** Where an employee successfully completes an Employer approved HCA Training Course the employee shall be eligible for a promotion to the HCA2 level. Effective the first of the bi-weekly pay period, following the date the Employer is notified of the successful completion, the employee shall be promoted to the HCA2 level.
- II 19:05** 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.
- II 19:06** Staff will be advised on a regular and recurring basis of Employer sponsored specialized training opportunities and other in-services as they are made available.

## Article II 20 Weekend Premium

- II 20:01** For each hour worked between 00:01 hours on a Saturday and 24:00 hours on the following Sunday, a Weekend Premium of one dollar and thirty-five cents (\$1.35) per hour will be paid effective date of ratification.

## **Article II 21 Proctor Expenses**

**Article left blank to maintain provincial numbering.**

## **Article II 22 Reclassification Procedure**

- II 22:01** Where the Employer established or proposes to establish a new classification within the bargaining unit, the Union shall be notified, the parties shall commence negotiations on the appropriate salary range for the new classification without undue delay. The application of this clause shall not be deemed to constitute the re-opening of this Agreement.
- II 22:02** 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 **I 20**. The arbitration board shall be expressly confined to the sole issue of determining the salary range for the new classification.

## **Article II 23 Benefits**

- II 23:01** Home Care Attendants, Home Support Workers, **Integrated Support Workers and Rehabilitation Aides** shall be in receipt of benefits from the Manitoba Home Care Employees Benefit Trust Fund. Employees in those classifications will be eligible to participate in the Home Care Pension Plan.

## **Article II 24 Educational Deferred Salary Leave Plan (EDSLP)**

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

- II 24:01** The EDSLP is self-sustaining and the Employer shall not incur any costs whatsoever as a result of participating in the plan.
- II 24:02** That the plan complies in all respects with all Revenue Canada guidelines.
- II 24:03** MGEU shall save the Employer harmless from any claims whatsoever from any participants enrolled in the EDSLP 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.

**II 24:04** Each request for a Leave of Absence (LOA) under EDSLP will be reviewed on an individual basis and will be granted if reasonably possible depending upon operational requirements.

**II 24:05** Request for a LOA under EDSLP 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 Employer/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 ten percent (10%) and not more than thirty-three and one-third percent ( $33\frac{1}{3}\%$ ) 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) month's written notice is given. In any event the leave must commence no later than six (6) years after the date which salary deferrals for the leave commence.
3. During the period of leave the employee shall not receive any salary or wages other than his or her deferred salary from the Regional Health Authority or from any other person or partnership with whom the

Authority does not deal with arm's length. Accordingly the leave is deemed to be a leave of absence without pay for the purpose of all relative provisions of the Collective Agreement.

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

**Memorandum of Agreement #II-1***between***The Labour Relations Secretariat Representing  
Regional Health Authorities***and***Manitoba Government and General Employees' Union****Re: Pro-rating Factor**

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

$$\frac{\text{Regular Hours Worked in the} \\ \text{Preceding Two Full Bi-weekly Pay Periods}}{\text{Divided by 160}}$$

**“Regular Hours Worked” for the purposes of calculating vacation pay, stat in lieu pay and prorate will include:**

- All EFT hours worked,
- Any additional hours worked,
- Paid vacation if taken as paid time,
- Paid leave of absence,
- Cancelled assignments (as defined in II 3:02),
- Adjusted assignments, and
- Rescheduled assignments.

**It will exclude:**

- Overtime,
- Any vacation or stats taken as a payout, and
- Any unpaid leave of absence including sick leave.

Signed this 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional  
Health Authority

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government  
and General Employees' Union

[Signature]  
On Behalf of Manitoba Government  
and General Employees' Union



**Memorandum of Agreement #II-2***between***The Labour Relations Secretariat Representing  
Regional Health Authorities***and***Manitoba Government and General Employees' Union****Re: Manitoba Home Care Employees Benefit Trust Fund**

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The Employer agrees to contribute for the duration of the Collective Agreement **three point eight percent (3.8%)** of total insurable payroll for employees to the Manitoba Home Care Employees Benefit Trust Fund. The purpose of these contributions is to fund a benefits program consisting of sick leave benefits, dental benefits **and** life insurance benefits as determined and administered by the Trustees of the Fund.


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

- **Home Care Attendants (HCA1 and HCA2)**
- **Home Support Workers**
- **Mental Health Proctors (2 and 3)**
- **Integrated Support Workers (ISW)**
- **Rehabilitation Assistants (RA)**

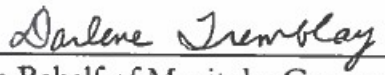
Effective July 1, 2015, the Employer contribution rate will be increased to four point twenty-two percent (4.22%) of total insurable payroll.

Effective July 1, 2016, the Employer contribution rate will be increased to four point eighty-two percent (4.82%) of total insurable payroll.

Signed this 15<sup>th</sup> day of July, 2016

  
On Behalf of the Winnipeg Regional  
Health Authority

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

  
On Behalf of Manitoba Government  
and General Employees' Union

  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #II-3**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Re: Manitoba Home Care Employees' Benefit Trust Fund – Vision Care**

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Effective January 1, 2016 a vision care plan will be implemented based on the following provisions:

Coverage will be available on a once a year basis for the previous calendar year subject to:

- (a) The employee must have been “in benefits” for a minimum of nine (9) months in the previous calendar year.
- (b) Coverage will be available only for the employee and is not transferable to spouse or dependents.
- (c) Coverage will be for a maximum of two hundred dollars (\$200) every other year to reimburse for vision care expenses incurred in the year immediately preceding to the year in which the claim is submitted.
- (d) Original vision care receipts (eye exam, glasses, contact lenses) must be attached to the claim form when it is submitted to the insurance provider.

Signed this 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional  
Health Authority

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government  
and General Employees' Union

[Signature]  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #II-4**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Re: Pension Plan**

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

Employer Contribution  
3.0%

Employee Contribution  
3.0%

**April 1, 2016 – Contribution rate amended to three point five percent (3.5%) for both parties.**

**April 1, 2017 – Contribution rate amended to four percent (4%) for both parties.**

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

- Home Care Attendants (HCA1 and HCA2)
- Home Support Workers
- Mental Health Proctors (2 and 3)
- **Integrated Support Workers (ISW)**
- **Rehabilitation Assistants (RA)**

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.
4. Bi-weekly payroll deductions shall be possible when new payroll systems are put in place in each region subject to:
  - The prevailing provisions of the pension plan at that time;
  - The feasibility within the Employer payroll system; and
  - Subject to no additional costs.

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 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional  
Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

[Signature]  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #II-5**

*between*

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

*and*


**Manitoba Government and General Employees' Union**


**Re: Central Negotiations/Regional Health Authority**

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Notwithstanding Article I 16 the parties agree that where participation is required in Central Bargaining with a Regional Health Authority the Employer agrees to maintain the salary of up to two (2) employee representatives **from each of the four (4) rural RHAs and one (1) employee representative from each of the three (3) bargaining units in WRHA** to bargain at the Central Table.

Signed this 15<sup>th</sup> day of July, 2016

  
\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

  
\_\_\_\_\_  
On Behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

  
\_\_\_\_\_  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #II-6**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Re: Portability of Benefits Applicable to HSW, HCA1, HCA2, Proctor 2 and Proctor 3**

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1. An employee classified in one (1) 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
- Hours 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.

2. An employee classified in one (1) 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 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional  
Health Authority

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government  
and General Employees' Union

[Signature]  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #II-7***between***The Labour Relations Secretariat Representing  
Regional Health Authorities***and***Manitoba Government and General Employees' Union****Re: Scheduling Issues**

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The parties recognize the unique nature under which the Home Care Program operates and the distinctive nature of scheduling employees in the program.

The parties also acknowledge that the nature of the work and the client service demand affects the scheduling processes attached to the Home Care Program.

The parties acknowledge that the Employer is responsible to review and determine staffing requirements and schedules.

The Labour Management Committee established under Article **I 27** will be utilized as necessary to:

- (a) Review travel time between clients and the consideration of travel time when establishing schedules;
- (b) Review the frequency and necessity of split shifts for the purpose of minimizing split shifts as much as reasonably possible;
- (c) Review and discuss necessary occasions where the Employer needs to contact the employee;
- (d) Review and make recommendations to the Employer (Program or Community Director) regarding the above.

As per Article **I 27**, the committee will meet on a quarterly basis unless otherwise mutually agreed between the Union and the Employer.

Signed this 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional  
Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

[Signature]  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #II-8***between***The Labour Relations Secretariat Representing  
Regional Health Authorities***and***Manitoba Government and General Employees' Union****Re: Working Group Schedule Downtime Options**

---

The parties mutually acknowledge that Direct Service Workers are valuable members of the health care system and that their safety and security are an important consideration.

The Employer and the Union hereby mutually commit to the establishment of a joint working group in each RHA with the following parameters:

1. A working group will be formed and will begin their discussions within ninety (90) days of the ratification of this Agreement.
2. There shall be no less than four (4) and no more than eight (8) members on the working group with fifty percent (50%) of the membership from the Employer and fifty percent (50%) of the membership from the Union.
3. There will be a member of the HR Department assigned by the Employer as one of the Employer working group members.
4. There will be a Staff Representative from MGEU assigned by MGEU as one of the Union working group members.
5. The purpose of the working group will be:
  - To establish a process to identify where there is downtime of forty-five (45) minutes or longer between work assignments;

- To identify potential options for RHA offices or locations where Direct Service Workers may be able to attend during the identified downtime between work assignments to safely wait for their next scheduled client assignments;
  - To review these potential options to determine the feasibility of the RHA offices or locations being used based on geographic proximity, availability of space, hours of access, safety and security issues, etc.;
  - The final availability of any options will be at the sole discretion of the operator of that site, whether it be the RHA, a non-devolved health care provider, or other organization;
  - The final listing of available options along with the hours and services that would be available within each site will be communicated to all Direct Service Workers within one hundred eighty (180) days of the first scheduled meeting;
  - The available options will be provided as options only with the individual Direct Service Worker being able to determine whether or not they choose to use them;
  - The identification and communication of available options does not infer or imply any changes to existing mileage claims; the Employer will assume no responsibility for any mileage costs associated with staff choosing to use the identified options.
6. An additional purpose of this working group will be to review employee concerns regarding documentation requirements/processes for Home Care Direct Service Workers and to make suggestions/recommendations to the Employer with regard to the streamlining of such requirements/processes.
7. This Memorandum will expire two hundred seventy (270) days following ratification date and any ongoing issues relating to the identified options or changing availability of options will be referred to the local RHA MGEU Community Staff - Management Committee for resolution.

Signed this 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional  
Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

[Signature]  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding #II-9***between***The Labour Relations Secretariat Representing  
Regional Health Authorities***and***Manitoba Government and General Employees' Union****Re: Process for Sick Calls**


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The parties mutually acknowledge the value of Direct Service Workers in assisting clients to remain in their home while still receiving necessary support services. To further reinforce this value, the parties are committed to a process that will facilitate discussions on reasonable, feasible options for Direct Service Workers to communicate their inability to work when they are legitimately ill.


1. Within ninety (90) days of ratification, the local RHA MGEU Community Staff - Management Committee will meet to discuss the issue of Direct Service Worker sick notification.
2. Where a process already exists, either across the RHA or only for specific components (i.e. senior's blocks) it will be reviewed in terms of volume of calls, effectiveness, and any issues or problems that may have arisen.
3. Where a process does not exist, or where an existing process is mutually agreed to have an opportunity for improvement, the committee will explore feasible options that would provide an alternative process or an improvement to existing processes.
4. All discussions and options would be explored on a without prejudice basis between the parties.
5. The committee may choose to make joint recommendations or proposals for the implementation of new processes or for alternate processes to the senior management of the RHA.

6. The decision to implement or not implement any specific process is at the sole discretion of the Employer having regard for the Employer's responsibility for the delivery of all health services across the region as well as their fiscal and statutory responsibilities.

Signed this 15<sup>th</sup> day of July, 2016

  
\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

  
\_\_\_\_\_  
On Behalf of Manitoba Government  
and General Employees' Union

  
\_\_\_\_\_  
On Behalf of Manitoba Government  
and General Employees' Union



**Memorandum of Agreement #II-10**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Re: Cellular Phones**


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

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

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

Signed this 15<sup>th</sup> day of July, 2016

  
\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

  
\_\_\_\_\_  
On Behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

  
\_\_\_\_\_  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #II-11**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Re: Pension / Benefits Committee**

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Within ninety (90) days of ratification, a joint Committee shall be established to review current pension and benefit provisions and identify the feasibility and cost implications of a variety of options for future pension and benefit provisions for all Direct Service Workers currently covered by the current Home Care Employee Pension Trust and Home Care Employee Benefit Trust.

The Committee will consist of four (4) Employer representatives and four (4) representatives of MGEU.

The Committee will review the current benefit and pension plan provisions and explore viable and feasible options to transition of Direct Service Workers to a pension and benefit plan more consistent with the health care industry (HEB Manitoba Pension & Benefits as well as other pension and benefit plan options).


The Committee will perform a comprehensive analysis of a variety of options and approaches to potentially transition from current pension and benefit trust plans to alternative appropriate pension and benefit plans.

The Committee will complete its' review and provide a joint recommendation in the form of a Briefing Note to the Secretary of the Compensation Committee of Cabinet and to the Labour Relations Secretariat. This Briefing Note will be included in discussions in the preparation of the potential mandate for the bargaining to commence on or near the expiry of the Collective Agreement.


Factors for consideration in the analysis and building of recommendations are:

- Usage history of the current Home Care Employee Benefit plan;
- Impact of increased use on Employers and Employees under the current benefit provisions;
- Benefit comparison between current dental and future dental plan options;
- Analysis/Comparison of premium costs for Employers and Employees under current and future dental and extended health plan options;
- Current costs of Health Care Employee Pension plan and future cost of pension plan options;
- Identify the cost to Employers and Employees to move from current to future plan;
- Evaluate the impact of the plan transition on existing employees based on their age of plan transition;
  - How many years are required in the new pension plans for the move to be a viable option?
- Options for Transition;
  - Contribution levels changes;
  - Age bands for transition.
- Possible transition time frames for each potential option.

Signed this 15<sup>th</sup> day of July, 2016

  
 On Behalf of the Winnipeg Regional  
 Health Authority

\_\_\_\_\_  
 On Behalf of the Winnipeg Regional  
 Health Authority

  
 On Behalf of Manitoba Government  
 and General Employees' Union

  
 On Behalf of Manitoba Government  
 and General Employees' Union

**Memorandum of Agreement #II-12**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Re: Available Work Period (AWP) Interest Arbitration**

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**WHEREAS** the Manitoba Government seeks to ensure that quality home care services are delivered to Manitobans through a public system which is, to the fullest extent possible, sustainable, accessible, cost-effective, efficient and effective;

**AND WHEREAS** Home Care Attendants are a fundamental component of the delivery of those home care services in communities throughout the province, and have a mutual obligation for the provision of client centered, efficient, quality home care services to Manitobans;

**AND WHEREAS** all Parties recognize that it is in the best interest of the home care system to work together towards those goals, and the Parties entered into a Memorandum of Understanding committing to cooperative discussions to improve and optimize home care scheduling practices;

**AND WHEREAS** the MGEU believes that there should be a total elimination of the Available Work Period (AWP) during the life of the Collective Agreement. At the same time, while the Employers are committed to reducing the AWP they do not believe that it is possible to eliminate AWP.

Therefore, the parties do hereby agree to refer the issue of elimination of the AWP to an interest arbitration to be chaired by Michael Werier.

The interest arbitration will:

1. Deal with a single issue, should the AWP be eliminated after January 1, 2017 but before the end of the Collective Agreement March 31, 2018.
2. The Parties will make their best efforts to have the hearing take place in the summer of 2016.

Signed this 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional  
Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

[Signature]  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #II-13**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Re: Joint Committee to Optimize Scheduling Practices**

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**WHEREAS** the Manitoba Government seeks to ensure that quality home care services are delivered to Manitobans through a system which is, to the fullest extent possible, sustainable, accessible, cost-effective, efficient and effective;

**AND WHEREAS** Home Care Attendants are a fundamental component of the delivery of those home care services in communities throughout the province, and have a mutual obligation for the provision of client centered, efficient, quality home care services to Manitobans;

**AND WHEREAS** the Employers are responsible for the provision of quality home care services for Manitobans, and as such wish to create a system which will retain and attract qualified staff to work as part of the delivery of those home care services;

**AND WHEREAS** to ensure effective and efficient scheduling practices in general and on an individual basis, the parties support and encourage the principles of consultation and collaboration between all members of the home care team, and the Employer recognizes and encourages direct input and feedback from Home Care Attendants and Home Support Workers

**AND WHEREAS** all Parties recognize that it is in the best interest of the home care system to work together towards those goals, and the Parties wish to enter into this Memorandum of Understanding to commit to the achievement of these

goals through cooperative discussions to improve and optimize home care scheduling practices;

The Parties do hereby agree to form a provincial committee during the term of this Collective Agreement that will assess scheduling practices across the province and to make recommendations to the Deputy Minister of Health regarding the identification and development of scheduling practice changes that will improve and enhance the delivery of home care services, create a sustainable home care system that will effectively serve Manitobans and to develop scheduling practices that will also meet the needs of the Home Care Attendants.

Recommendations will include, but are not limited to:

1. Improving scheduling practices to reduce down time and thereby reduce the required available work period;
2. Creating an appropriate balance of full-time and part-time positions to allow for scheduling effectiveness and ensuring a sustainable work force;
3. Identify alternative approaches to scheduling EFT employees to reduce reliance on casual hours;
4. Ensuring that scheduling practices allow for efficient response to changing client needs and unexpected schedule requirements;
5. Identifying scheduling practice changes to decrease the reliance on the use of external agencies to supplement scheduling resources; and
6. Development of a standard provincial approach to the scheduling of tasks, and travel times and administrative duties, including the separation of task time and travel time.

The Parties further agree to commit the necessary time, resources and expertise to this work during the life of the Collective Agreement.

The Joint Provincial Working Group will ensure equal representation between the MGEU and the Employers and will also ensure representation is provincial in scope.

The Parties do hereby agree to form said Provincial Committee within the following parameters:

1. The Committee will begin meeting within one (1) month of ratification/agreement being reached and will commit to meeting a minimum of monthly thereafter or more often as may be needed.
2. Until January 1, 2017, there will be two (2) full-time Champions of the process, one (1) representing the MGEU (preferably a home care worker) and one (1) representing the Employers (preferably a person with home care scheduling experience). The Province will fund fifty percent (50%) of the wages of the MGEU's designated Champion.
3. Additional representatives to this Committee will be identified by the MGEU and the Employers as needed, and as referenced above.
4. In addition to jointly leading the Committee meetings the Champions will meet with homecare workers, resource co-ordinators, and community office staff, managers and other staff as needed to improve and address scheduling issues.
5. It is anticipated that target community offices will be mutually identified and worked through on a priority basis.
6. Twice a year the President of the MGEU and the ADM, Health Workforce Secretariat, MHHS will attend the Committee meeting to be updated as to the progress made and to ensure the process is functioning properly.
7. Monthly joint written reports will be produced by the two (2) Champions and provided to the MGEU, Employers and the ADM Health Workforce Secretariat, MHHS identifying progress achieved and the next areas of priority focus.



Signed this 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional  
Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

[Signature]  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding #II-14**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Re: Service Excellence**

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**WHEREAS** it is the priority of the Manitoba Government to ensure that Manitobans have access to safe high quality home based care as part of the continuum of provincial health care services;

**AND WHEREAS** Employers are committed to providing the best possible quality of home care services that meet identified client needs in accordance with provincial standards and client specific plans of care;

**AND WHEREAS** the MGEU and Home Care employees are committed to providing quality home care services within their respective communities and within their roles as health care employees;

**AND WHEREAS** all Parties must work collaboratively to achieve these common goals;

All Parties do hereby agree to work together on a Joint Provincial Working Group during the term of this Collective Agreement, to make recommendations to the Deputy Minister of Health regarding the identification, development and implementation of system delivery changes that are intended to improve the quality of Home Care services in Manitoba including but not limited to the following:


- Common understanding of task definitions and scope.
- Baseline time frames for common tasks.


- Identifying training required for delegated tasks and evaluating the effectiveness of the training provided.
- Identifying training needs as client care and services evolve.
- Supports for regional initiatives as they are implemented.

The MGEU and the LRS will meet within ninety (90) days of ratification to develop Terms of Reference for the above referenced working group which shall be submitted to the Deputy Minister of Health for approval.

The Joint Provincial Working Group will ensure equal representation between the Union and the Employer and will also ensure representation is provincial in scope.

Signed this 15<sup>th</sup> day of July, 2016

  
\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

  
\_\_\_\_\_  
On Behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

  
\_\_\_\_\_  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #II-15**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Re: EFT Review**

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**WHEREAS the Parties recognize the fundamental mission of Home Care and the necessity to protect the continuity of client care and to minimize disruption to service.**

**AND WHEREAS the Parties agree that a consistent, qualified and available workforce is essential to the delivery of quality home care service;**

**AND WHEREAS it is recognized that for the ongoing application of EFTs to be successful the Parties must and will cooperate with respect to all the provisions of the Collective Agreement;**

**AND WHEREAS it is recognized that the implementation of EFTs represents the first stage and that by way of time and experience the parties have learned lessons from the EFT implementation and transition;**

**AND WHEREAS in the ongoing EFT application, the matter of scheduling and resulting down time (non-worked paid hours) continues to be a major issue, and must continue to be addressed by the Employer and remedied in a meaningful and substantial way;**

**AND WHEREAS it is recognized that Home Care employees want to work as opposed to experiencing down time (non-worked hours);**

**AND WHEREAS to attract and retain a qualified workforce, it may be necessary to create larger EFTs;**

AND WHEREAS on this basis, the Parties are committed to maximizing the number and size of EFTs, wherever operationally feasible;

THEREFORE the Parties agree that, within one hundred eighty (180) days of ratification:

1. A review of the number and size of EFTs in each region will be completed;
2. The results of such review will be shared with the Union; and
3. The Parties will work in partnership to develop and establish measures to increase both the number and size of EFTs, wherever operationally feasible. Where restructuring (or any other process) is undertaken to achieve this, seniority shall be respected.

Signed this 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional Health Authority

[Signature]  
On Behalf of Manitoba Government and General Employees' Union

**Memorandum of Agreement#II-16**

*between*

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

*and*

**Manitoba Government and General Employees' Union**


**Re: Feasibility of Banking Overtime**

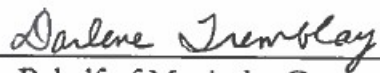
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During the life of this Collective Agreement the Employer is committed to exploring options and/or the feasibility within each of the RHAs through their payroll systems as to whether or not they can implement the opportunity for all employees to bank their overtime and eventually take the time off at the applicable rate.

The Parties further agree that the Employer will meet with the Union to discuss their findings six (6) months or more prior to the expiry of the Collective Agreement. If the Employer finds that they are in a position to allow employees to bank overtime then the Employer will make every effort to carry out the changes in an expeditious manner.

Signed this 15<sup>th</sup> day of July, 2016

  
\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

  
\_\_\_\_\_  
On Behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

  
\_\_\_\_\_  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #II-17**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Re: Task Time/Travel Time Review and Audits**

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In developing the client service delivery schedules for Direct Service Workers, task times and travel times are built into employee schedules. Should there be concerns that arise due to the amount of task time or travel time that is assigned, the employee shall bring these concerns to the attention of their assigned Resource Coordinator.

These concerns will be reviewed and an explanation / resolution shall be provided to the employee within no more than fourteen (14) days.

If the employee is not satisfied that the explanation / resolution has adequately addressed the concern that was raised, the employee shall forward their concern and the explanation / resolution that they received to the Home Care Manager or designate. The employee must also include additional information as to why the explanation / resolution is inadequate and what issue (s) have not been addressed. The Home Care Manager or designate will respond to this request within fourteen (14) days.

Issues that remain unresolved will be forwarded to the Joint Committee to Optimize Scheduling Practices for their recommended resolution.

The employee may be accompanied by a Union representative at any time throughout this process.

In addition to the above processes the Employer will also commit to undertake the creation of an “audit” process to review task times and travel times on a random and ongoing basis within all Community Offices within the RHA. This audit process will be created and implemented within one hundred eighty (180) days of ratification.

Signed this 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional Health Authority

[Signature]  
On Behalf of Manitoba Government and General Employees' Union



**Memorandum of Agreement #II-18**

**between**

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

**and**

**Manitoba Government and General Employees' Union**

**Re: Non-transitioned Home Care and Proctor Workforce**

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**Memorandum left blank to match provincial numbering.**

**Memorandum of Agreement #II-19**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Re: Home Care Attendants Contract Services Initiative**

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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 (3) 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; and
  - (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 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional  
Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government  
and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional  
Health Authority

[Signature]  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Understanding #II-20**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Re: Workforce Adjustment**

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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 **II 2** and **II 4** of the Home Care Attendants/Home Support Workers Collective Agreement.

1. A Workforce Adjustment Committee consisting of two (2) 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 Section **II 2** 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 (2) 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 bi-weekly pay period only as a direct result of contracting out.

- The designated employee will be placed on the priority placement list.
- The Employer commits to restoring the hours of the designated employees up to their average bi-weekly hours within the next bi-weekly period.
- Hours lost for any other reason are not replaceable by this protocol.
- All hours offered under this protocol will count towards making up the shortfall of hours whether or not they are accepted by the designated employee.
- When a designated employee reaches their average bi-weekly hours and/or is offered hours equivalent to that level, the employee's name is removed from the priority placement list and the employee may access hours through the additional hours list in accordance with the Collective Agreement.

6. General:

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

Signed this 15<sup>th</sup> day of July, 2016

Milton Suss  
On Behalf of the Winnipeg Regional Health Authority

Darlene Tremblay  
On Behalf of Manitoba Government and General Employees' Union

\_\_\_\_\_  
On Behalf of the Winnipeg Regional Health Authority

[Signature]  
On Behalf of Manitoba Government and General Employees' Union

### **Section III**

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**The following Section is not applicable to this Agreement and maintained for provincial numbering only.**

**Appendix "A" - Privately Owned Vehicles**

**Appendix left blank to maintain provincial numbering.**



**Appendix “B” - Meals and Miscellaneous Expenses**

**Appendix left blank to maintain provincial numbering.**

**Appendix “C” - Remoteness Allowance**

**Appendix left blank to maintain provincial numbering.**

## **Salary Schedules**

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**Salary Adjustment to be applied as follows:**

**Effective April 1, 2013****General Increase 1%**

<b>Employer Classification</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Home Care Attendant 1	2080	Hourly	<b>12.448</b>	<b>12.737</b>	<b>13.004</b>	<b>13.272</b>		
		Monthly	2,157.65	2,207.75	2,254.03	2,300.48		
		Annual	25,891.84	26,492.96	27,048.32	27,605.76		
Home Care Attendant 2	2080	Hourly	<b>18.251</b>	<b>18.667</b>	<b>19.083</b>	<b>19.464</b>	<b>19.856</b>	
		Monthly	3,163.51	3,235.61	3,307.72	3,373.76	3,441.71	
		Annual	37,962.08	38,827.36	39,692.64	40,485.12	41,300.48	
Home Support Worker	2080	Hourly	<b>11.486</b>	<b>11.732</b>	<b>11.924</b>	<b>12.213</b>	<b>12.416</b>	
		Monthly	1,990.91	2,033.55	2,066.83	2,116.92	2,152.11	
		Annual	23,890.88	24,402.56	24,801.92	25,403.04	25,825.28	
Integrated Support Worker	2080	Hourly	<b>18.805</b>	<b>19.244</b>	<b>19.660</b>	<b>20.076</b>	<b>20.446</b>	
		Monthly	3,259.53	3,335.63	3,407.73	3,479.84	3,543.97	
		Annual	39,114.40	40,027.52	40,892.80	41,758.08	42,527.68	
Rehab Assistant	2080	Hourly	<b>17.616</b>	<b>18.135</b>	<b>18.713</b>	<b>19.267</b>	<b>19.833</b>	<b>20.422</b>
		Monthly	3,053.44	3,143.40	3,243.59	3,339.61	3,437.72	3,539.81
		Annual	36,641.28	37,720.80	38,923.04	40,075.36	41,252.64	42,477.76

**Effective April 1, 2014****General Increase 1%**

<b>Employer Classification</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Home Care Attendant 1	2080	Hourly	<b>12.573</b>	<b>12.864</b>	<b>13.134</b>	<b>13.404</b>		
		Monthly	2,179.32	2,229.76	2,276.56	2,323.36		
		Annual	26,151.84	26,757.12	27,318.72	27,880.32		
Home Care Attendant 2	2080	Hourly	<b>18.433</b>	<b>18.853</b>	<b>19.273</b>	<b>19.658</b>	<b>20.055</b>	
		Monthly	3,195.05	3,267.85	3,340.65	3,407.39	3,476.20	
		Annual	38,340.64	39,214.24	40,087.84	40,888.64	41,714.40	
Home Support Worker	2080	Hourly	<b>11.601</b>	<b>11.849</b>	<b>12.043</b>	<b>12.335</b>	<b>12.540</b>	
		Monthly	2,010.84	2,053.83	2,087.45	2,138.07	2,173.60	
		Annual	24,130.08	24,645.92	25,049.44	25,656.80	26,083.20	
Integrated Support Worker	2080	Hourly	<b>18.993</b>	<b>19.437</b>	<b>19.857</b>	<b>20.277</b>	<b>20.650</b>	
		Monthly	3,292.12	3,369.08	3,441.88	3,514.68	3,579.33	
		Annual	39,505.44	40,428.96	41,302.56	42,176.16	42,952.00	
Rehab Assistant	2080	Hourly	<b>17.792</b>	<b>18.317</b>	<b>18.900</b>	<b>19.460</b>	<b>20.032</b>	<b>20.627</b>
		Monthly	3,083.95	3,174.95	3,276.00	3,373.07	3,472.21	3,575.35
		Annual	37,007.36	38,099.36	39,312.00	40,476.80	41,666.56	42,904.16

**Effective October 1, 2014**

(Market Adjustment - Denoted with \*)

Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
Home Care Attendant 1**	2080	Hourly	<b>12.573</b>	<b>12.864</b>	<b>13.134</b>	<b>13.404</b>		
		Monthly	2,179.32	2,229.76	2,276.56	2,323.36		
		Annual	26,151.84	26,757.12	27,318.72	27,880.32		
Home Care Attendant 2	2080	Hourly	<b>18.433</b>	<b>18.853</b>	<b>19.273</b>	<b>19.658</b>	<b>20.055</b>	
		Monthly	3,195.05	3,267.85	3,340.65	3,407.39	3,476.20	
		Annual	38,340.64	39,214.24	40,087.84	40,888.64	41,714.40	
Home Support Worker*	2080	Hourly	<b>11.775</b>	<b>12.027</b>	<b>12.224</b>	<b>12.520</b>	<b>12.728</b>	
		Monthly	2,041.00	2,084.68	2,118.83	2,170.13	2,206.19	
		Annual	24,492.00	25,016.16	25,425.92	26,041.60	26,474.24	
Integrated Support Worker	2080	Hourly	<b>18.993</b>	<b>19.437</b>	<b>19.857</b>	<b>20.277</b>	<b>20.650</b>	
		Monthly	3,292.12	3,369.08	3,441.88	3,514.68	3,579.33	
		Annual	39,505.44	40,428.96	41,302.56	42,176.16	42,952.00	
Rehab Assistant	2080	Hourly	<b>17.792</b>	<b>18.317</b>	<b>18.900</b>	<b>19.460</b>	<b>20.032</b>	<b>20.627</b>
		Monthly	3,083.95	3,174.95	3,276.00	3,373.07	3,472.21	3,575.35
		Annual	37,007.36	38,099.36	39,312.00	40,476.80	41,666.56	42,904.16

**Special Adjustment**

\* 1.5% - Home Support Worker

\*\* 0.0% - Home Care Attendant 1

\*\*\* 0.0% - Health Care Proctor 2

**Effective April 1, 2015****General Increase 2%**

<b>Employer Classification</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Home Care Attendant 1	2080	Hourly	<b>12.824</b>	<b>13.122</b>	<b>13.397</b>	<b>13.672</b>		
		Monthly	2,222.83	2,274.48	2,322.15	2,369.81		
		Annual	26,673.92	27,293.76	27,865.76	28,437.76		
Home Care Attendant 2	2080	Hourly	<b>18.802</b>	<b>19.230</b>	<b>19.659</b>	<b>20.052</b>	<b>20.456</b>	
		Monthly	3,259.01	3,333.20	3,407.56	3,475.68	3,545.71	
		Annual	39,108.16	39,998.40	40,890.72	41,708.16	42,548.48	
Home Support Worker	2080	Hourly	<b>12.010</b>	<b>12.267</b>	<b>12.469</b>	<b>12.770</b>	<b>12.983</b>	
		Monthly	2,081.73	2,126.28	2,161.29	2,213.47	2,250.39	
		Annual	24,980.80	25,515.36	25,935.52	26,561.60	27,004.64	
Integrated Support Worker	2080	Hourly	<b>19.373</b>	<b>19.825</b>	<b>20.254</b>	<b>20.682</b>	<b>21.063</b>	
		Monthly	3,357.99	3,436.33	3,510.69	3,584.88	3,650.92	
		Annual	40,295.84	41,236.00	42,128.32	43,018.56	43,811.04	
Rehab Assistant	2080	Hourly	<b>18.148</b>	<b>18.683</b>	<b>19.278</b>	<b>19.849</b>	<b>20.432</b>	<b>21.039</b>
		Monthly	3,145.65	3,238.39	3,341.52	3,440.49	3,541.55	3,646.76
		Annual	37,747.84	38,860.64	40,098.24	41,285.92	42,498.56	43,761.12

## Effective October 1, 2015

(Market Adjustment - Denoted with \*)

Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
Home Care Attendant 1**	2080	Hourly	<b>12.952</b>	<b>13.253</b>	<b>13.531</b>	<b>13.809</b>		
		Monthly	2,245.01	2,297.19	2,345.37	2,393.56		
		Annual	26,940.16	27,566.24	28,144.48	28,722.72		
Home Care Attendant 2	2080	Hourly	<b>18.802</b>	<b>19.230</b>	<b>19.659</b>	<b>20.052</b>	<b>20.456</b>	
		Monthly	3,259.01	3,333.20	3,407.56	3,475.68	3,545.71	
		Annual	39,108.16	39,998.40	40,890.72	41,708.16	42,548.48	
Home Support Worker*	2080	Hourly	<b>12.190</b>	<b>12.451</b>	<b>12.656</b>	<b>12.962</b>	<b>13.178</b>	
		Monthly	2,112.93	2,158.17	2,193.71	2,246.75	2,284.19	
		Annual	25,355.20	25,898.08	26,324.48	26,960.96	27,410.24	
Integrated Support Worker	2080	Hourly	<b>19.373</b>	<b>19.825</b>	<b>20.254</b>	<b>20.682</b>	<b>21.063</b>	
		Monthly	3,357.99	3,436.33	3,510.69	3,584.88	3,650.92	
		Annual	40,295.84	41,236.00	42,128.32	43,018.56	43,811.04	
Rehab Assistant	2080	Hourly	<b>18.148</b>	<b>18.683</b>	<b>19.278</b>	<b>19.849</b>	<b>20.432</b>	<b>21.039</b>
		Monthly	3,145.65	3,238.39	3,341.52	3,440.49	3,541.55	3,646.76
		Annual	37,747.84	38,860.64	40,098.24	41,285.92	42,498.56	43,761.12

### Special Adjustment

\* 1.5% - Home Support Worker

\*\* 1.0% - Home Care Attendant 1

\*\*\* 1.5% - Health Care Proctor 2



**Effective April 1, 2016****Direct Service Workers - General Increase 1.5% (0.5% Pension Adjustment )**

<b>Employer Classification</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Home Care Attendant 1	2080	Hourly	<b>13.147</b>	<b>13.452</b>	<b>13.734</b>	<b>14.016</b>		
		Monthly	2,278.81	2,331.68	2,380.56	2,429.44		
		Annual	27,345.76	27,980.16	28,566.72	29,153.28		
Home Care Attendant 2	2080	Hourly	<b>19.084</b>	<b>19.519</b>	<b>19.954</b>	<b>20.352</b>	<b>20.763</b>	
		Monthly	3,307.89	3,383.29	3,458.69	3,527.68	3,598.92	
		Annual	39,694.72	40,599.52	41,504.32	42,332.16	43,187.04	
Home Support Worker	2080	Hourly	<b>12.373</b>	<b>12.638</b>	<b>12.845</b>	<b>13.156</b>	<b>13.375</b>	
		Monthly	2,144.65	2,190.59	2,226.47	2,280.37	2,318.33	
		Annual	25,735.84	26,287.04	26,717.60	27,364.48	27,820.00	
Integrated Support Worker	2080	Hourly	<b>19.664</b>	<b>20.123</b>	<b>20.558</b>	<b>20.992</b>	<b>21.379</b>	
		Monthly	3,408.43	3,487.99	3,563.39	3,638.61	3,705.69	
		Annual	40,901.12	41,855.84	42,760.64	43,663.36	44,468.32	
Rehab Assistant	2080	Hourly	<b>18.420</b>	<b>18.963</b>	<b>19.567</b>	<b>20.147</b>	<b>20.739</b>	<b>21.355</b>
		Monthly	3,192.80	3,286.92	3,391.61	3,492.15	3,594.76	3,701.53
		Annual	38,313.60	39,443.04	40,699.36	41,905.76	43,137.12	44,418.40

## Effective October 1, 2016

(Market Adjustment - Denoted with \*)

Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
Home Care Attendant 1**	2080	Hourly	<b>13.278</b>	<b>13.586</b>	<b>13.871</b>	<b>14.156</b>		
		Monthly	2,301.52	2,354.91	2,404.31	2,453.71		
		Annual	27,618.24	28,258.88	28,851.68	29,444.48		
Home Care Attendant 2	2080	Hourly	<b>19.084</b>	<b>19.519</b>	<b>19.954</b>	<b>20.352</b>	<b>20.763</b>	
		Monthly	3,307.89	3,383.29	3,458.69	3,527.68	3,598.92	
		Annual	39,694.72	40,599.52	41,504.32	42,332.16	43,187.04	
Home Support Worker*	2080	Hourly	<b>12.559</b>	<b>12.828</b>	<b>13.038</b>	<b>13.354</b>	<b>13.576</b>	
		Monthly	2,176.89	2,223.52	2,259.92	2,314.69	2,353.17	
		Annual	26,122.72	26,682.24	27,119.04	27,776.32	28,238.08	
Integrated Support Worker	2080	Hourly	<b>19.664</b>	<b>20.123</b>	<b>20.558</b>	<b>20.992</b>	<b>21.379</b>	
		Monthly	3,408.43	3,487.99	3,563.39	3,638.61	3,705.69	
		Annual	40,901.12	41,855.84	42,760.64	43,663.36	44,468.32	
Rehab Assistant	2080	Hourly	<b>18.420</b>	<b>18.963</b>	<b>19.567</b>	<b>20.147</b>	<b>20.739</b>	<b>21.355</b>
		Monthly	3,192.80	3,286.92	3,391.61	3,492.15	3,594.76	3,701.53
		Annual	38,313.60	39,443.04	40,699.36	41,905.76	43,137.12	44,418.40

### Special Adjustment

\* 1.5% - Home Support Worker

\*\* 1.0% - Home Care Attendant 1

\*\*\* 1.5% - Health Care Proctor 2

**Effective April 1, 2017****Direct Service Workers - General Increase 0.5% (0.5% Pension Adjustment )**

<b>Employer Classification</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Home Care Attendant 1	2080	Hourly	<b>13.344</b>	<b>13.654</b>	<b>13.941</b>	<b>14.227</b>		
		Monthly	2,312.96	2,366.69	2,416.44	2,466.01		
		Annual	27,755.52	28,400.32	28,997.28	29,592.16		
Home Care Attendant 2	2080	Hourly	<b>19.179</b>	<b>19.616</b>	<b>20.053</b>	<b>20.454</b>	<b>20.867</b>	
		Monthly	3,324.36	3,400.11	3,475.85	3,545.36	3,616.95	
		Annual	39,892.32	40,801.28	41,710.24	42,544.32	43,403.36	
Home Support Worker	2080	Hourly	<b>12.621</b>	<b>12.892</b>	<b>13.103</b>	<b>13.421</b>	<b>13.644</b>	
		Monthly	2,187.64	2,234.61	2,271.19	2,326.31	2,364.96	
		Annual	26,251.68	26,815.36	27,254.24	27,915.68	28,379.52	
Integrated Support Worker	2080	Hourly	<b>19.762</b>	<b>20.223</b>	<b>20.660</b>	<b>21.097</b>	<b>21.486</b>	
		Monthly	3,425.41	3,505.32	3,581.07	3,656.81	3,724.24	
		Annual	41,104.96	42,063.84	42,972.80	43,881.76	44,690.88	
Rehab Assistant	2080	Hourly	<b>18.512</b>	<b>19.058</b>	<b>19.665</b>	<b>20.248</b>	<b>20.842</b>	<b>21.462</b>
		Monthly	3,208.75	3,303.39	3,408.60	3,509.65	3,612.61	3,720.08
		Annual	38,504.96	39,640.64	40,903.20	42,115.84	43,351.36	44,640.96

**Effective October 1, 2017****General Increase 1% (Market Adjustment - Denoted with \*)**

Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
Home Care Attendant 1**	2080	Hourly	<b>13.613</b>	<b>13.928</b>	<b>14.221</b>	<b>14.513</b>		
		Monthly	2,359.59	2,414.19	2,464.97	2,515.59		
		Annual	28,315.04	28,970.24	29,579.68	30,187.04		
Home Care Attendant 2	2080	Hourly	<b>19.371</b>	<b>19.813</b>	<b>20.254</b>	<b>20.659</b>	<b>21.075</b>	
		Monthly	3,357.64	3,434.25	3,510.69	3,580.89	3,653.00	
		Annual	40,291.68	41,211.04	42,128.32	42,970.72	43,836.00	
Home Support Worker*	2080	Hourly	<b>12.939</b>	<b>13.216</b>	<b>13.433</b>	<b>13.758</b>	<b>13.987</b>	
		Monthly	2,242.76	2,290.77	2,328.39	2,384.72	2,424.41	
		Annual	26,913.12	27,489.28	27,940.64	28,616.64	29,092.96	
Integrated Support Worker	2080	Hourly	<b>19.960</b>	<b>20.426</b>	<b>20.867</b>	<b>21.308</b>	<b>21.701</b>	
		Monthly	3,459.73	3,540.51	3,616.95	3,693.39	3,761.51	
		Annual	41,516.80	42,486.08	43,403.36	44,320.64	45,138.08	
Rehab Assistant	2080	Hourly	<b>18.697</b>	<b>19.249</b>	<b>19.862</b>	<b>20.450</b>	<b>21.051</b>	<b>21.676</b>
		Monthly	3,240.81	3,336.49	3,442.75	3,544.67	3,648.84	3,757.17
		Annual	38,889.76	40,037.92	41,312.96	42,536.00	43,786.08	45,086.08

**Special Adjustment**

\* 1.5% - Home Support Worker

\*\* 1.0% - Home Care Attendant 1

\*\*\* 1.5% - Health Care Proctor 2

**Note: GEMA Wage Increase**

In light of the unique circumstances of these negotiations and without prejudice or precedent to any other negotiations the Parties agree as follows.


The wage increases in the Salary Schedules will be paid effective the dates indicated. In the event that either through arbitration or voluntary negotiations the Parties to the Government Employees Master Agreement (GEMA) agree to a larger General Wage Increase (GWI) in the corresponding contract year, the additional amount will be paid retroactively to the corresponding date and year.

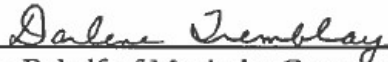
For clarity, if the finalized GEMA Agreement has a GWI in excess of one percent (1%) in the first year (2014-2015) the difference will be paid retroactive to April 1, 2013 (the first year of this contract).

Similarly if the GEMA Agreement has a GWI in excess of one percent (1%) in the second year (2015-2016) the difference will be paid retroactive to April 1, 2014 (the second year of this contract).

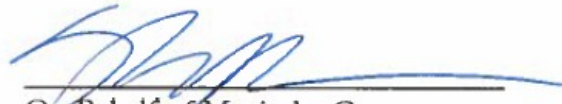
IN WITNESS WHEREOF A representative of Winnipeg Regional Health Authority has hereunto set their hand for, and on behalf of, Winnipeg Regional Health Authority; and a representative of Manitoba Government and General Employees' Union has hereunto set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 15<sup>th</sup> day of July, 2016


  
\_\_\_\_\_  
On Behalf of the Winnipeg Regional Health Authority

  
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On Behalf of Manitoba Government and General Employees' Union

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On Behalf of the Winnipeg Regional Health Authority

  
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On Behalf of Manitoba Government and General Employees' Union

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On Behalf of the Winnipeg Regional Health Authority

  
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On Behalf of Manitoba Government and General Employees' Union