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NO. OF EMPLOYEES	600		
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COLLECTIVE AGREEMENT

BETWEEN THE

**Manitoba Government and
General Employees' Union**

AND THE

**Interlake Regional Health
Authority**

April 1, 1999 - March 31, 2003

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

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

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

ARTICLE 1 - SCOPE AND APPLICATION OF AGREEMENT

- 1:01** The Employer recognizes the Union as the sole bargaining agent for employees in the bargaining unit defined in the Manitoba Labour Board Certificate MLB - 5644 or subsequent amendments thereto.
- 1:02** If the Employer and the Union disagree as to whether a person is an employee within the terms of the Manitoba Labour Relations Act and appropriate for inclusion within this Agreement, then either or both of them may refer the matter to the Manitoba Labour Board for ruling.
- 1:03** If the Manitoba Labour Board rules that such person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion in this Agreement, then the Employer and the Union agree to meet forthwith to negotiate the classification and salary schedule for that employee, for inclusion in this Agreement. If the Employer and the Union are unable to reach an agreement on the classification and/or salary schedule, then either or both of them may refer the matter for Arbitration.
- 1:04** No employee shall enter into any separate agreement which conflicts with the provisions hereof.
- 1:05** The term *Employer* shall mean the Interlake Regional Health Authority.
- 1:06** The term *site* shall mean the facility/programs within the Regional Health Authority as listed in Appendix "A".
- 1:07** *Union* shall mean the Manitoba Government Employees' Union, Technical/Professional Local.
- 1:08** *Base Location* - The location, as determined by the Employer, to be the home base for the purpose of service delivery.

ARTICLE 2 - DEFINITIONS

Where ever used in this Agreement, the following words shall have the meaning hereinafter set forth. Where the context so requires, masculine and feminine terms or singular and plural terms shall be considered interchangeable:

- 2:01** *Approved training* means training as approved by the Employer for the respective professional association.

- 2:02** *Basic Pay, Rate or Salary* means the amount indicated in Schedule “A” plus applicable shift premiums.
- 2:03** *Employee* means a person employed by the Employer in a position, which is included in the bargaining unit.
- 2:04** *Full-time employee* means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 7. A full-time employee is covered by all provisions of this Agreement, unless otherwise specified.
- 2:05** *Part-time employee* means an employee who regularly works less than the regular hours of work ongoing as set out in Article 7 on a scheduled and recurring basis.
- 2:06** *Dismissal* means the removal for disciplinary reasons from a position of employment for just cause.
- 2:07** *Continuous service* or *continuous employment* means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination of the employee.
- 2:08** *Authorized overtime* shall mean overtime authorized by the employer and where the term overtime is used in this Agreement, it shall mean authorized overtime.
- 2:09** *Transfer* means the voluntary movement of an employee from a position in one classification to a position in the same or other classification with the same or lower pay rate.
- 2:10** *Position* means a position of employment with the Employer, the person employed is a member of the bargaining unit.
- 2:11** *Weekend* means the period of approximately forty-eight (48) hours which commences at or about 0001 hours on Saturday and ends at or about 2400 hours on Sunday.
- 2:12** *Agreement* means this Agreement which shall be referred to as the Manitoba Government Employees’ Union Technical/Professional Agreement.
- 2:13** (a) *Temporary employee* means a newly hired employee engaged for a fixed term of time or until completion of a particular project or special assignment. A temporary employee shall not be engaged for a period greater than twelve (12) months, unless mutually agreed upon by the union and the employer. (This provision shall not apply in situations where an employee is absent indefinitely due to illness, injury or W.C.B. claim. In these cases, the maximum duration of such leave and the maximum duration of the term of temporary employment to replace that employee shall be twenty-four (24) months.). Such employee is

covered by the terms of this Agreement.

- (b) For situations related to Workers Compensation Board (WCB) and/or illness and/or accident, or where there is a temporary vacancy due to leave for a public office where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire upon the return of the current incumbent to his position, subject to a minimum of twenty-four (24) hours notice. Any term positions directly resulting from the above procedure will be posted in the same manner
- (c) A temporary employee may be required to complete the term, project, or assignment for which she was engaged before being considered for another position within the bargaining unit. At the conclusion of the term for which she was engaged, the temporary employee shall be entitled to exercise her seniority rights when applying for vacant positions for which she is qualified within any of the sites comprising the Regional Health Authority.
- (d) A temporary employee hired to temporarily replace a permanent employee shall be entitled to exercise her seniority rights to obtain a vacant position for which she is qualified prior to the expiration of her term within any of the sites comprising the Regional Health Authority.
- (e) A temporary employee may not be eligible for transfer during her probationary period.
 - (f) A temporary employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position within the bargaining unit.
 - (g) A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.
 - (h) A temporary employee, who applies for or is awarded a posted position prior to the end of her period of temporary employment, shall have her service connected for seniority purposes.
 - (i) A temporary employee shall not be terminated and re-hired for the purpose of extending the period of temporary employment in the same position without prior approval of the Union. Where a temporary employee completes her term of employment and is the successful applicant for a different consecutive term position, it shall not be deemed to be an extension of the original temporary position.

2:14 *Probationary employee* means an employee who has not completed three (3) months continuous full-time employment or six (6) months continuous part-time employment or whose probation has been extended at the discretion of the employer by not more than three (3) additional months, and who may be dismissed without recourse by the grievance

procedure. If the probation period is extended, the employer will notify the employee in writing of the reason(s) for the extension with a copy to the Union.

2:15 *Casual employee* means an employee who is called in occasionally by the Employer to (a) replace a full-time or part-time employee, or (b) to supplement regular staff coverage in situations of staff shortages. The terms of this Collective Agreement shall not apply to casual employees except as provided below:

- (a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
- (b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
- (c) Casual employees shall be entitled to shift premium ~~as~~ outlined in Article 10.
- (d) Casual employees required to work on a recognized holiday, shall be paid at the rate of time and one half (1.5x) their basic rate of pay.
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 8.
- (f) Casual employees are not guaranteed any specific number of hours. In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.
- (g) The Employer agrees to deduct Union dues from casual employees in accordance with Article 18.
- (h) Casual employees placed on standby shall be entitled to compensation in accordance with Article 9.
- (i) Articles 19 and 20 Grievance and Arbitration contained in the Collective Agreement apply to casual employees only in respect to matters of this article.
- (j) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- (k) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at her basic rate of pay.

2:16 For identification purposes, shifts will be named as follows:

- (a) *Day shift* means a shift in which the major portion occurs between 0800 hours and 1600 hours.

- (b) *Evening shift* means a shift in which the major portion occurs between 1600 hours and 2400 hours.
- (c) *Night shift* means a shift in which the major portion occurs between 2400 hours and 0800 hours.

ARTICLE 3 – OCCUPATIONAL CLASSIFICATIONS

The classifications covered by this Collective Agreement are those set out by the Manitoba Labour Board and as listed in Schedule A.

- 3:01** Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Appendix “A” of this Agreement.
- 3:02** If the Union files written objection, then the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range.
- 3:03** In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classifications falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.
- 3:04** If the salary range of a revised classification is adjusted by means of negotiation **or** otherwise, retroactivity for such adjustment shall be no later than the date there-classification request was submitted. Such request shall be submitted in writing.
- 3:05** **An** employee shall have the right to request a review of her classification if she feels she has been improperly classified, or if she feels that the duties of the job have changed substantially.
- 3:06** The employer will examine the duties of the employee and give a decision **as** to the validity of the request.
- 3:07** If the decision given is not satisfactory to the employee, she may then treat the request for change in classification as a grievance as laid out in Article 19.
- 3:08** The Employer reserves the right to assign duties and responsibilities, and to alter job descriptions, but is required to negotiate the value of any material change in job content during the term of this Agreement.

- 3:09** The Employer agrees to provide the Union with a current copy of job descriptions for all classifications for which the Union is the certified bargaining agent within one hundred and twenty (120) days of the signing of the Collective Agreement.
- 3:10** The Employer further agrees to provide the Union and the affected employee(s) with copies of any subsequent amendments to these job descriptions within sixty (60) days following their revision.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4:01** Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate, and generally regulate its sites, affairs and functions.
- 4:02** The Employer agrees to exercise its management rights and to administer the terms of this Agreement in a consistent, equitable and non-discriminatory manner.

ARTICLE 5 - SALARIES

- 5:01** Salaries shall be paid to each employee in accordance with "Schedule A" which is attached to and forms part of this Agreement.
- 5:02** In implementing this Agreement, each employee shall be placed not lower than the same increment level and in the same classification she enjoyed under the previous Agreement.
- 5:03** Increments as specified in salary "Schedule A" shall be granted annually on the anniversary date of the employee's employment with the employer, or as altered by the terms of this Agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the employee, withhold an annual increment, subject to review not later than three (3) months from the date such increment was withheld.
- 5:04** Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence, of four (4) weeks or less.
- 5:05** The minimum salary of a newly hired employee will be determined by experience:
- (a) on an equivalent full-time basis, and

(b) related to the position applied for and held, and

(c) in accordance with the following table:

	Start	1 Year	2 Year	3 Year	4 Year
1 year in previous3 years	X				
2 years in previous4 years		X			
3 years in previous5 years			X		
4 years in previous6 years				X	

5:06 Salaries shall be quoted in terms of gross hourly rates, equivalent bi-weekly rates and equivalent gross annual rates.

5:07 An employee shall be entitled to payment of all wages, vacation pay and other benefits within five (5) working days after termination.

5:08 (a) A graduate of an approved school of the relevant classification and who has not attained her professional designation may, at the discretion of the Employer, be paid eight percent (8%) less per month than the approved classification rate as set out in Schedule "A" attached hereto. However, for a new graduate upon attaining her professional designation will be entitled to the classification rate upon providing proof of certification of certification/licensure. Such rate will be effective the date proof of certification is provided.

(b) Failure of a graduate to obtain registration/license within twelve (12) months of commencing employment or denial of registration/license by the appropriate provincial licensing body shall constitute just cause for termination.

5:09 During the term of this Agreement amendments to the salary schedule resulting from the introduction of a new classification, or amendments to Schedule A of the Agreement shall be determined through negotiations between the Employer and the Union.

5:10 Employees shall be paid bi-weekly.

5:11 An employee's anniversary date which is used for incremental purposes, shall be their current anniversary date as of the date of signing the Memorandum of Settlement.

The Employer agrees to grandfather anniversary dates of their current employees new to this bargaining unit.

ARTICLE 6 – SENIORITY, PROMOTION, TRANSFERS, AND VACANCIES

6:01 Seniority shall be defined as the total accumulated regular hours paid from the last date the employee entered the bargaining unit, recognizing that employees transferring out of the bargaining unit and who later return, will have their seniority bridged excluding the time worked out of the bargaining unit. Seniority accumulated prior to the date of signing of this Agreement shall be retained, as/per Memorandum of Agreement No. I.

6:02 Seniority of an employee will continue to accrue during:

- (a) any period of paid leave of absence or income protection
- (b) absence on Workers' Compensation
- (c) unpaid leave of absence of four (4) weeks or less
- (d) layoff of eighteen (18) weeks or less
- (e) educational leave of one (1) year or less
- (f) parenting leave of up to one (1) year.
- (g) Is on any period of paid vacation.

6:03 Seniority will be retained but will not continue to accrue during:

- (a) unpaid leave of absence of more than four (4) weeks
- (b) educational leave in excess of one (1) year but less than two (2) years
- (c) lay-off more than eighteen (18) weeks and not more than three (3) years

6:04 Seniority will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) is laid off and fails to report for duty as instructed except where a laid off

employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;

- (d) is laid off for more than thirty-six (36) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension; without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

6:05 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:

- (a) paid leave of absence;
- (b) paid income protection;
- (c) unpaid leave of absences up to four (4) weeks. In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases;
- (d) Workers' Compensation up to one (1) year in that appropriate time period.

6:06 Promotion means a change of employment to a higher classification and salary within the scope of this Agreement.

6:07 Where an employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the salary schedule that is one (1) full increment more than the rate of pay the employee was being paid in the employee's former position.

6:08 All vacancies which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days within all of the sites comprising the Regional Health Authority. Such postings shall state the classification, required qualifications, current or anticipated shift and hours of work, location of position and wage rate. Job descriptions shall be available to applicants upon request. A copy of the posting shall be sent to the union office.

6:09 The Employer will be required to post a notice of vacancy for only five (5) days for a vacancy that is created by:

- (a) an employee terminating employment and not giving the full period of notice as specified in Article 28 herein, or

- (b) a transfer occasioned by posting, or
 - (c) where a temporary position has been created due to a leave of absence where less than four (4) weeks notice has been given.
- 6:10** Seniority shall be considered as a factor in vacancy selection (including promotion and transfer) and if all other selection criteria are relatively equal, it shall be considered as the governing factor.
- 6:11** An employee who applies for a posted vacancy and is unsuccessful shall be given the reasons in writing upon request.
- 6:12** Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified in writing of the disposition of her application. The name of the successful applicant for any position, which falls within the scope of this Agreement, will be sent to the Union where there are internal applicants.
- 6:13** All promotions and voluntary transfers are subject to a three (3) month trial period for full-time employees and a six (6) month period for part-time employees, which may be extended up to an additional three (3) months at the sole discretion of the Employer.
- 6:14** During the trial period, if the employee proves to be unsatisfactory in the new position, he shall be returned to her former classification, and site where reasonably possible, without loss of seniority.
- 6:15** An employee, other than a temporary employee, who accepts a term position will be returned to her former position at the completion of the term position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status, and site where reasonably possible.
- 6:16** An employee who through advancing years or disablement, is unable to perform her regular duties, shall be given preference for transfer to any suitable vacant position within the bargaining unit which requires the performance of lighter work of which she is capable. She will be paid at the same increment level in the new position as she was paid in her previous position.
- 6:17** Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent changes.
- 6:18**
 - (a) Acting status shall not normally exceed three (3) consecutive months, however, such acting status may be extended by mutual agreement between the Employer and the Union.
 - (b) Any anticipated vacancy in excess of three (3) months or in excess of the mutually agreed upon time shall be posted as a term position.

ARTICLE 7 – HOURS OF WORK AND SHIFT SCHEDULES

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

7:01 Hours of Work

Recognizing the importance of achieving standardization of hours of work without loss of annual salary to the employee or additional cost to the Employer, the hours of work, where appropriate, will be standardized as follows:

Regular hours of work for all Diagnostic Services employees shall be:

- (a) eight (**8**) hours per day excluding meal periods and including rest periods; and
- (b) forty (40) hours per week; and
- (c) eighty (**80**) hours bi-weekly.

Regular hours of work for all Social Workers, Dieticians, Respiratory Therapists and Nutritionists shall be:

- (a) seven and three-quarters (7 $\frac{3}{4}$) hours per day excluding meal periods and including rest periods; and
- (b) thirty-eight and three-quarters (38 $\frac{3}{4}$) hours per week
- (c) seventy-seven and one-half (77 $\frac{1}{2}$) hours bi-weekly.

Regular hours of work for all Physiotherapists, Occupational Therapists, Pharmacists, and Pharmacy Technicians shall be:

- (a) seven and one-half (7 $\frac{1}{2}$) hours per day excluding meal periods and including rest periods; and
- (b) thirty-seven and one-half (37 $\frac{1}{2}$) hours per week, excluding meal periods and including rest periods
- (c) seventy-five (75) hours bi-weekly.

Regular hours of work for all Community Mental Health Workers, Health Educators, Home Care Case Coordinators, Home Care Resource Co-ordinators, Services to Seniors Coordinators, Diabetic Education Resource Dieticians, Speech Therapists, Audiologists and Palliative Care Co-ordinators shall be:

- (a) seven and one quarter (7%) hours per day excluding meal periods and including rest periods; and
- (b) thirty-six and one quarter (36%) hours per week;
- (c) and seventy-two and one half (72%) hours bi-weekly.

7:02 Shift Schedules

- (a) Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the employee(s) concerned and the Employer.
- (b) Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible.
- (c) Any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.
- (d) Shift schedules shall be planned by the Employer in consultation with the Union and shall unless otherwise mutually agreed between the Union and the Employer, observe the conditions listed hereinafter:
 - (i) not less than fifteen (15) hours off between shifts;
 - (ii) not less than eight (8) days off in any two consecutive pay periods;
 - (iii) a minimum of two (2) consecutive days off where reasonably possible;
 - (iv) not more than seven (7) consecutive working days, and when reasonably possible, six (6) or less;
 - (v) alternate weekends off shall be granted as often as reasonably possible, with a minimum of every third weekend off.
- (e) Employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift.

There shall be at least as great a number of day shifts assigned as there are evening or night shifts unless otherwise mutually agreed. This provision does not apply to employees who have agreed to work permanently on evening shift or night shift or who have accepted a position that has been posted as having a non-conforming shift pattern.

- (f) Where seven (7) calendar days notice is not given to change the shift schedule, an employee shall be paid at overtime rates for the first shift worked which varies from the posted schedule.
- (g) When a “relief” employee is called to cover for an employee who is off for their

entire shift for any reason, the “relief” employee will cover for the entire full shift unless mutually agreed otherwise prior to the beginning of the shift.

ARTICLE 8 - OVERTIME

- 8:01** (a) Overtime shall mean any authorized time worked in excess of regular hours established under Article 7.
- (b) A supervisor authorized to do so, may require an employee under the supervisor’s authority to work overtime. Except in emergency situations, a supervisor shall endeavour to assign overtime work as fairly as possible amongst those employees qualified to perform the work.
- 8:02** Overtime rates shall be:
- (a) Employees shall receive one and one-half times (1½X) their basic rate of pay for the first three (3) hours of authorized overtime in any one (1) day.
- (b) Employees shall receive double time (2X) their basic rate of pay for authorized overtime beyond the first three- (3) hours in any one- (1) day.
- (c) Overtime worked by full-time employees on any scheduled day off shall be paid at the rate of two times (2X) the employee’s basic salary.
- (d) All overtime worked on a General Holiday shall be paid at two and one-half times (2½X) the employee’s basic rate of pay.
- 8:03** Employees working two (2) consecutive shifts will be paid at double time (2X) for the second shift.
- 8:04** An employee performing overtime for a period in excess of three (3) hours, in succession with her regular shift, shall be granted a meal allowance not to exceed \$4.00.
- 8:05** No employee shall be required to work overtime against her wishes when other employees who are capable and qualified to perform the duties are willing and available to perform the required work.
- 8:06** The former civil service employees previously not eligible for overtime, may vary hours worked, as mutually agreed, in order to effectively carry out the various duties and responsibilities of the position. Where mutual agreement is not reached, then overtime provisions shall apply.
- 8:07** By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates. Such time shall be taken by the employee prior to March 31 of any year or paid out, unless

otherwise mutually agreed.

- 8:08** *An* employee who is absent on paid time off during her scheduled work week shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.
- 8:09** Where an employee is required to travel outside of the employee's work site on employer business, such employee shall receive compensatory leave at straight time for hours in excess of normal work hours.
- 8:10** An employee, not on standby, if called out or scheduled to work overtime shall receive for the work, compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's regular work day. A meal break shall not be regarded as affecting contiguity.

ARTICLE 9 – STANDBY AND CALLBACK

- 9:01** Standby is that time duly authorized by the Employer in writing, during which **an** employee is required to be "on call" and available to return to work without undue delay.
- 9:02** To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty **as** quickly as possible if called.
- 9:03** Effective Date of Signing of the Memorandum of Settlement (July 14,2000):
- An employee, who has been designated by the Employer to be available on stand-by, shall be entitled to payment of one (1) hour's basic pay for each eight (8) hour period or pro rata payment for any portion thereof.
- 9:04** An employee who is required to return to work or otherwise travel locally on behalf of the Employer shall be reimbursed for transportation costs at the applicable mileage rate.
- 9:05** A full-time employee required to report back to work on a callback outside her regular working hours, shall be paid at overtime rates for not less than three (3) hours for each such callback. Where an employee is called back within two (2) hours prior to the commencement of her next scheduled shift she will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.
- 9:06** An employee who is required to return to work shall not be required to perform non-emergent duties.

9:07 The Employer shall provide suitable parking facilities for employees who are required to 2200 hours and 0600 hours at no cost to the

ARTICLE 10 - PREMIUMS

10:01 Shift premium and weekend premiums shall not be payable while an employee is receiving overtime rates.

10:02 An employee scheduled and required to work a shift where ½ or more of the hours are worked between 1800 and 0600 hours as part of her regular shift shall be paid a shift premium of \$0.90 per hour.

10:03 A weekend premium of \$0.70 per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

10:04 An employee temporarily assigned to perform substantial duties and responsibilities of a higher classification for at least one (1) entire shift shall be paid a premium of \$0.70 per hour.

ARTICLE 11 - ANNUAL VACATION

11:01 Annual vacation shall be earned during the period between April 1st and March 31st.

11:02 Unless otherwise agreed between the employee and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days equals one (1) calendar week. The dates used to calculate vacation earned shall be from April 1st to March 31st in the following year. The employee shall have the right to request which day of the week her vacation begins.

11:03 An employee who terminates for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of regular paid hours, as per Article 11:05.

11:04 Applicable to all employees, except for former Civil Service employees.

Employees shall be entitled to paid vacation, calculated on the basis of vacation earned at the following rates:

Length of Employment

In the first (1st) three (3) years
In the fourth (4th) to tenth (10th) year inclusive

Rate at Which Vacation Earned

Fifteen (15) days per year
Twenty (20) days per year

In the eleventh (11th) to Twentieth (20th) year inclusive Twenty-five (25) days per year
In the twenty-first (21st) year and subsequent years Thirty (30) days per year.

Applicable to all former Civil Service Employees:

Employees shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

- Fifteen (15) working days per year commencing in first (1st) year of employment.
- Twenty (20) working days per year commencing in fourth (4th) year of employment.
- Twenty-five (25) working days per year commencing in tenth (10th) year of employment.
- Thirty (30) working days per year commencing in twentieth (20th) year of employment.

11:05 Partial vacation and vacation pay will be calculated as follows:

- (a) for employees entitled to fifteen (15) working days vacation – 5.769% of regular paid hours
- (b) for employees entitled to twenty (20) working days vacation – 7.692% of regular paid hours
- (c) for employees entitled to twenty –five (25) working days vacation- 9.615% of regular paid hours
- (d) for employees entitled to thirty (30) working days vacation- 11.538% of regular paid hours.

Paid hours include regular worked hours, paid income protection hours, paid leave of absence hours and paid vacation hours.

11:06 The Employer shall post vacation entitlements not later than February first (1st) each year, and allow employees to express their preference before March 1st.

11:07 The Employer will post an approved vacation schedule not later than March 31st, having considered departmental operating requirements, circumstances and preferences of each employee, vacation leave shall be rotated regardless of seniority of employment.

Approved vacations will not be re-scheduled except on application by the employee and

insofar as such change does not affect departmental operations or disrupt any other employees scheduled vacation.

- 11:08** The whole of the calendar year shall be available for the taking of vacations.
- 11:09** An employee who has not completed one (1) year's continuous employment as at March 31st shall be granted a pro-rata vacation.
- 11:10** Applicable to Medical Technologist employed as of date of ratification, August 9,2000:

Medical Technologists who trained in provincial laboratories of the Department of Health shall, for the purpose of long service vacation entitlement, be credited with time spent training in such provincial laboratories provided that they become employed with the department within two (2) years from the date they successfully completed such training.
- 11:11** Where an Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions.
- 11:12** An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in choice of vacation time, where other employees have indicated their preference.
- 11:13** Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- 11:14** Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance.
- 11:15** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers' Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

ARTICLE 12 - INCOME PROTECTION

- 12:01** The Employer agrees to recognize income protection credits accumulated prior to the signing of this agreement.

12:02 (a) Full-time employees shall accumulate income protection credits at the rate of one and one-quarter (1 ¼) days per month.

Of each day and a quarter of income protection credits earned, one day* shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining one quarter of a day* shall be reserved for either the employee's use or for use in the event of family illness. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

*In the employee's first year of employment, amend "one day" to read "three quarters of a day" and amend "one quarter of a day" to read "one half of a day".

- Eighty percent (**80%**) of the balance will be reserved for the employee's personal use.
 - Twenty percent (20%) of the balance will be reserved for either the employee's personal use or for use in the event of family illness.
- (b) Part time employees shall accumulate income protection credits on a pro rata basis.

12:03 An employee who is unable to report for work due to illness shall inform her supervisor prior to the commencement of her next scheduled shift(s), at least one hour prior to and not more than thirty (**30**) minutes after the normal hour of beginning work.

An employee who fails to give notice as specified may not be entitled to receive income protection credits for the shift(s) in question.

12:04 Upon sufficient notification to the Employer, and providing such time off does not unduly effect the departmental operations, employees shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, or other recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated income protection. When non-local resources are utilized, a maximum of one (1) day may be claimed from income protection.

12:05 If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided.

12:06 The Employer will provide each employee with a statement of accumulated income protection credits upon request.

12:07 The Employer reserves the right to require a medical certificate or report to determine an

employee's fitness to perform her normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than three days.

12:08 It is understood that the elimination period for the LTD Plan is one hundred and nineteen (119) days for the HEBP Plan; and one hundred and twenty (120) days for former civil service LTD Plan. The parties agree that income protection will be used to offset the elimination period. An employee may claim income protection for a period of time not to exceed the elimination period.

12:09 An employee may use up to five (5) days Income Protection in any one (1) calendar year to provide care in the event of an illness of a spouse, child, or parent residing with the employee, or a child not residing with the parent but for whom visitation and/or custody rights have been granted and where the other parent is unable to attend to the child.

12:10 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall, upon providing **an** acceptable medical certificate attesting to her inability to perform the normal duties of her job, be granted **an** unpaid leave of absence for a period of one (1) month per year of service up to a maximum of nine (9) months. An employee who is able to resume work following a period of absence which exceeds one (1) month shall notify the Employer of her ability to resume work at least five (5) calendar days prior to the date of her intended return.

If the employee is unable to resume her normal duties at the expiry of her leave of absence, her employment may, at the discretion of the Employer, be considered terminated. An employee so terminated who applies for re-employment with the Employer immediately upon recovery from her illness, shall be given preference over new applications in hiring, subject to her providing an acceptable medical certificate.

12:11 Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.

12:12 W.C.B.

(a) An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon **as** possible to her immediate supervisor.

(b) **An** employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the WCB: Workers Compensation payment will be paid directly to the employee by WCB.

(c) By application from the employee, the Employer will supplement the award made by the WCB for loss of wages to the employee by an amount equal to ten percent

(10%) of the WCB payment. The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) days have elapsed since the first day of supplement, whichever is less.

- (d) If at any time it is decided by the WCB that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the WCB, then such payment shall not be made.

A. **M.P.I.**

- (a) Where ~~an~~ an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to Manitoba Public Insurance (MPI). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.
- (b) Subject to B (a) where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions.
- (c) Advance payment(s) shall not exceed the employee's basic salary as defined in Schedule A (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan (CPP) contributions, and Employment Insurance (EI) contributions.
- (d) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed the lesser of:
 - (i) the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period, or
 - (ii) seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (e) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.
- (f) In the event that MPI disallows the claim, including any appeal, the

employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.

- (g) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment made and repayment received by the Employer.

B.

- (a) Subject to (B), an employee who accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the MPI payments.
- (b) The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Schedule A of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, CPP contributions and EI contributions.
- (c) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.
- (d) If at any time it is decided by MPI that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by MPI, then such payment shall not be payable.

12:13 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.

12:14 Income protection will continue to accrue during a paid leave of absence, or unpaid leave of absence of four (4) weeks or less. For unpaid leaves of absence that exceed four (4) weeks, income protection credits shall be retained but shall not accrue for that period of time that exceeds four (4) weeks.

12:15 An employee who is absent due to illness or injury which is not eligible for compensation by either the WCB subject to 12:12 A or by MPI as a result of a motor vehicle accident subject to 12:12 B, shall be paid her regular basic salary to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to any injury for which lost earnings are compensated by MPI.

ARTICLE 13 - BEREAVEMENT LEAVE

- 13:01** Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of the death of a spouse, child, ward of the employee, parent, step-parent, sibling, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, former legal guardian, fiancée, live in partner, and any other relative who resides in the same household. Unless other arrangements have been made, such days may be taken only in the period which extends from the date of notification of death, up to and including the day following funeral proceedings.
- 13:02** Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral of a person named above.
- 13:03** An employee who is, or will be, absent on bereavement leave shall notify her supervisor at the earliest possible opportunity.
- 13:04** (a) Provided the employee has not received bereavement leave for the death in question, necessary time off up to one day at basic pay will be granted an employee to attend a funeral as a pallbearer.
- (b) Provided the employee has not received bereavement leave for the death in question necessary time off up to one day at basic pay may be granted an employee to attend a funeral as a mourner.
- 13:05** An employee who is entitled to bereavement leave under Article 13 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.

ARTICLE 14 - GENERAL HOLIDAYS

- 14:01** A paid day of rest shall be granted to every full-time employee on or for each of the following general holidays:

New Year's Day (January 1)
Good Friday
Easter Monday
Victoria Day
Canada Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day (December 25)
Boxing Day

August Civic Holiday

December 24 – ½ day

and any other holiday declared by the Federal and Provincial Authorities.

- 14:02** Whenever a general holiday falls on her scheduled day off, the employee shall receive **an** extra day off in lieu thereof; the Employer may, however, give her **an** extra days pay at her basic rate if mutually agreed between the employee and the Employer.
- 14:03** An employee, who is scheduled to work on a General Holiday and is unable to, for whatever reason, shall be paid the day as a holiday.
- 14:04** Where a general holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.
- 14:05** An employee scheduled and required to work on any general holiday shall be paid time and one half (1½x) for all hours worked and in addition, a full time employee shall be granted a compensating day off with pay within thirty (**30**) days before or after the holiday. If a compensating day is offered, but by mutual agreement not taken, by a full time employee, then that employee shall receive an additional day's pay at the basic rate in lieu thereof.
- 14:06** An employee who is on an approved leave of absence without pay at the time of the holiday shall be entitled to receive the employee's regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
- 14:07** A day off given in lieu of a recognized holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.
- 14:08** Subject to Article 14:02 and 14:03, where the wages of an employee vary from day to day, the pay for a holiday on which the employee has not worked shall be equivalent to the employee's average daily earnings exclusive of overtime for the days on which the employee worked during the twenty (20) working days immediately preceding the holiday.
- 14:09** (a) Employees shall be allowed to bank up to five (**5**) alternate days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule prior to the end of the vacation year, the employee shall receive her regular rate of pay for all days banked.
- (b) The accumulated banked general holiday time referred to, shall be taken in the vacation year in which it is earned.

- (c) In the event that an employee is terminated, the banked general holiday time shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.

14:10 If a general holiday falls on a day on which an employee is receiving income protection benefits, she shall be paid for the holiday and such pay shall not be deducted from income protection credits. However, when the employee has already received an alternate day off with basic pay for the general holiday, she shall be paid from income protection credits for that day at her basic rate of pay.

14:11 The Employer will endeavour to ensure that all employees receive at least two (2) other General Holidays besides Christmas or New Year's on the day on which they occur. As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.

14:12 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

ARTICLE 15 – UNION REPRESENTATION AND BUSINESS

15:01 *Steward* means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

15:02 The Employer recognizes the Union's right to select stewards to represent employees.

15:03 The Union shall determine the number of stewards and the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the site, and the administrative structure implied by the grievance procedure.

15:04 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.

15:05 Stewards and employees shall not normally conduct Union business during their working time. Should it be necessary to conduct Union business during normal working hours and subject to operational requirements, they shall be allowed time off on a wage recovery basis subject to Union approval.

15:06 The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.

- 15:07** 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 or departmental official 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.
- 15:08** 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).
- 15:09** Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
- 15:10** Subject to the mutual agreement of the parties, the total number of employees referred to above may be changed provided any additional employees would be on wage recovery from the union.
- 15:11** An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence on a wage recovery basis and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her term of office. Such employee may receive her pay and benefits as provided for in this Agreement subject to recovery of payroll and related costs by the Employer from the Union.

ARTICLE 16 - LEAVE OF ABSENCE

- 16:01** Except in emergencies, all requests for any leave of absence shall be made in writing stating the reasons for and the expected duration of the leave, and submitted to the Department Manager at least thirty (30) calendar days in advance. The employer shall notify the employee of the decision in writing without undue delay.
- 16:02** Except under extenuating circumstances, failure to return to duty as scheduled following a leave of absence, without authorization, will be deemed to constitute a voluntary resignation.
- 16:03** An employee shall be entitled to necessary time off to attend Citizenship Court to become a Canadian Citizen.

- 16:04 Upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in a federal, provincial or municipal election. **An** employee who is elected to public office shall be granted leave of absence without pay for the term of her office.
- 16:05 Seniority and benefits shall continue **to** accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks duration or less.
- 16:06 Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.
- 16:07 **An** employee's anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.
- 16:08 An employee on any leave of absence up to one (1) year covered by this Collective Agreement shall have the right to return to her former classification. The Employer shall make every reasonable effort to assure that the employee returns to her former position.
- 16:09 If the Employer requires attendance at any meeting, conference, workshop, seminar, course or program outside of working hours, the employee shall be granted compensatory leave and shall be reimbursed for all reasonable expenses related thereto.
- 16:10 Employees may apply to the employing authority to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the Deferred Salary Leave Plan. (Memorandum of Agreement No. 12)
- 16:11 The implementation of the Deferred Salary Leave Plan will become effective the first bi-weekly pay period following the date of notice of a positive tax ruling from Revenue Canada. (Memorandum of Agreement No. 12)
- 16:12 **An** employee required to serve as a juror or witness in any court of law, other than a court proceeding occasioned by the employee's private affairs, shall receive leave of absence at her regular basic rate of pay, and remit to the Employer any **jury** or witness fees received, only for those days she was normally scheduled to work. The employee shall not request reimbursement for, or be required to remit any reimbursement of expense for such duty.
- 16:13 **An** employee shall be entitled to leave of absence without pay, subject to operational requirements, to write examinations to upgrade her employment.
- 16:14 Employees granted leave of absence without pay may make prepayments to maintain coverage as allowed under employer / employee benefit programs.

ARTICLE 17 - PARENTING LEAVE

17:01 Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoptive Leave.

17:02 An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan "A" or Plan "B" but not both.

Maternity Leave - Plan "A"

1. In order to qualify for Maternity leave, a pregnant employee must:

- (a) have completed six (6) months of continuous employment with the Employer;
- (b) submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her application as the day on which she intends to commence leave;
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

The Employer may require an employee to commence maternity leave if the state of her health is incompatible with the requirements of her job, and such time shall be in addition to the leave she is otherwise entitled to under this article.

2. An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

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

3. An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated income protection against the EI waiting period. These ten (10) days shall be pro-rated for part time employees based on their

equivalent to full time status.

Should the employee not return to work following her maternity leave for a period of employment sufficient to allow re-accumulation of the number of sick days granted. The employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

4. During the seventeen (17) week duration of Maternity Leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the Maternity Leave during which she would have been unable to work due to health related reasons. **An** employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of the health related condition.

17:03 Plan B

1. In order to **qualify** for Plan B, a pregnant employee must:
 - (a) have completed six (6) continuous months of employment with the Employer;
 - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
2. **An** applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) she will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months of the full-time employee; and

- (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and
 - (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- 3. An employee who qualifies is entitled to a maternity leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 31:06 (d).
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 31:06 (d).
 - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- 4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.
 - (c) all other time as may be provided under Article 31:08, shall be on a leave without pay basis.
- 5. Plan B does not apply to temporary or part-time employees.
- 6. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

17:04 Sections 36 (1) through 36 (11) inclusive of the Employment Standards Act respecting maternity leave shall apply.

17:05 **An** employee in a full-time position prior to going on maternity leave and in receipt of the income supplement, and who returns from leave to a job sharing arrangement, must work twelve (12) months, (i.e. the equivalent of six (6) months of full-time service) otherwise they will be required to reimburse the Employer for the maternity supplement.

17:06 Parental Leave

1. 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 the child or must assume actual care and custody of this newborn child; or
 - (c) adopt a child under the law of the province.
2. An employee who qualifies under 1 above must:
 - (a) have completed six months of employment; and
 - (b) except in the case of adoption leave, in accordance with 1(c) 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.
 - (c) in the case of adoption leave, in accordance with 1(c), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.
3. An employee who qualifies in accordance with 1 and 2 (a), (b) and (c) as above is entitled to Parental Leave without pay for a continuous period of up to thirty-five (35) weeks inclusive of vacation as specified below. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave (inclusive of vacation **as** specified below) exceeding fifty-two (52) consecutive weeks.

Where Maternity and/or Parental Leave exceeds seventeen (17) weeks, the employee may elect to carry over to the next vacation year, up to five (5) days of the current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which E.I. benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of commencement of leave in accordance with (Vacation Accrual) will be retained and will be available to be taken in the following vacation year.

4. Subject to 5, Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
5. Where **an** employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

17:07 Paternity Leave

A male employee shall be entitled to one (1) day's leave of absence with pay within seven (7) days of the birth or adoption of his child.

ARTICLE 18 - UNION SECURITY, DUES AND BULLETIN BOARDS

18:01 A copy of this Collective Agreement shall be provided by the Union to each employee bound by the Agreement.

18:02 (a) 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.

(b) Such dues shall be forwarded by the Employer to the Union within thirty (30) days after the end of each month, together with a list of all employees from whom the deductions were made.

(c) The Employer shall also provide the following data to the Union at the time of remission of Union dues: employee's bargaining unit, classification, work location and home address. The employee's address shall be excepted only when an employee has expressly instructed the Employer in writing that due to security concerns personal information should not be disclosed to any third party.

18:03 When meeting with the Employer to conduct negotiations, or, when meeting with more than one (1) Employer to conduct joint negotiations, the maximum number of employees who will be entitled to leave of absence, without loss of regular pay and benefits, to participate in negotiations in which both the Employer and the Union are represented, shall be as follows:

Regional Negotiations

Up to two (2) representatives per region.

Joint Negotiations

One (1) representatives per region

This shall not prohibit the Union from adding additional resources to their team on an occasional basis subject to operational requirements at the employee's work site.

18:04 Representatives of the Union and/or grievants shall suffer no loss of pay or benefits as a result of their involvement in Grievance or Arbitration proceedings or Labour Board hearings related to the site/region.

18:05 The Employer agrees to deduct once annually the amount of any specific general assessment made by the Union.

- 18:06** The Union shall notify the Employer in writing as to the amount of current Union dues, and such dues shall not be changed without one (1) months prior notice, or more than twice in any calendar year.
- 18:07** The Union agrees to provide the Employer with a current list of officers and authorized representatives once annually and as changes occur.
- 18:08** The Employer agrees to provide a suitable bulletin board within each site comprising the RHA for the posting of notices by the Union. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request.
- 18:09** The Employer shall record on the statement of earnings (T4) of each employee the amount of dues deducted from her pay and remitted to the Union.
- 18:10** A representative of the union will be granted up to fifteen (15) minutes of orientation of a new employee to familiarize her with the Union and this Agreement.
- 18:11** Once annually the Employer is to provide the Union with a seniority list within thirty (30) days of the request, including the following information about employees within the bargaining unit: Name, classification, employment status (FT, PT, Cas.), salary rate and date of employment. The Union will have forty-five **(45)** days in which to bring any alleged error to the attention of the Employer. The Employer will correct any errors so found.
- 18:12** Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, by classification groupings:
- (a) the name of each employee;
 - (b) the classification of each employee;
 - (c) the current rate of pay of each employee;
 - (d) the current mailing address of each employee.
- 18:13** Leave of absence to attend to Union business shall 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 employing authority for approval.
 - (b) Requests for leave shall be made with reasonable advance notice but not less than

three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three- (3) working days notice, the request shall be considered and shall not be unreasonably denied.

- (c) Where such leave of absence has been granted, the Union shall reimburse the Employer on a wage recovery basis, during the approved absence.

18:14 Upon reasonable prior written notice in a request to the Employer, an employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence on a wage recovery basis unless otherwise mutually agreed. For any leave, the Employer will continue to pay the employee, subject to recovery of payroll costs by the Employer from the Union.

18:15 An employee who is elected to an executive position in the Union shall be granted necessary leave of absence with pay to conduct Union business away from the site where department operating requirements permit. The Union will reimburse the Employer for direct salary and benefit costs incurred during such absence.

18:16 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.

ARTICLE 19 – GRIEVANCE PROCEDURE

19:01 A “grievance” shall mean any dispute between an employee or the Union and the Employer regarding the interpretation, application, or an alleged violation of the terms of this Agreement.

An earnest effort shall be made to settle the grievance in the following manner:

19:02 **Discussion Stage**

Within twenty-one (21) calendar days after the cause of the grievance occurs or at such time that the employee first makes it known that she is aware, the grievor shall attempt to resolve the dispute with her immediate supervisor.

19:03 **Step One**

If the grievance is submitted but not resolved within the foregoing time period, the grievor and union representative may, within the ensuing fourteen (14) calendar days, submit the grievance in writing to the next appropriate level of management as determined by the employer who is outside the bargaining unit.

The employer shall have fourteen (14) calendar days to respond to the grievance in writing.

19:04 Step Two

Failing settlement of the grievance at step one, the union may within fourteen (14) calendar days, submit the grievance in writing to the Chief Executive Officer or designate who shall, within fourteen (14) calendar days after receipt of the grievance, render a decision in writing.

19:05 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are good for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by mutual agreement of the parties as confirmed in writing.

19:06 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any manner whatsoever by mutual agreement between the Union and the Employer.

19:07 Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.

19:08 An employee has the right to representation by a Union representative at any step of the grievance procedure and/or arbitration procedure. No employee will have the right to proceed to arbitration without the approval or authority of the Union.

ARTICLE 20 – ARBITRATION

The following shall not preclude the parties from seeking alternate dispute resolution processes such as: Mediation/Arbitration, Non-binding Neutral Advisory Opinion, or Expedited Arbitration.

20:01 Unresolved grievances or disputes concerning only those matters set forth below shall be submitted to arbitration in accordance with the procedure set forth in this Article:

- (a) Grievances concerning the application, interpretation, or alleged violation of an Article of this Agreement;
- (b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (c) Grievances concerning dismissal, suspension, demotion, or a written reprimand of an employee or reclassification.

- 20:02** (a) Within ten (10) working days after receiving the Executive Director's reply and failing satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- (b) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice shall so state.
- (i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
- (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board within ten (10) working days.
- (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
- (i) The party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
- (ii) The two (2) members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.
- (iii) If either party fails to appoint its member to the Board as provided above or where the two (2) appointees of the parties fail to agree on the appointment of a third member within the time specified by the Minister of Labour upon the request of a party to the Agreement, shall nominate a member on behalf of the party failing to make an appointment or shall nominate the third member and Chairperson, as the case may be, and where the case requires, may nominate both, and where such nomination has been made, the Minister of Labour shall appoint that person as member or Chairperson or both, as the case may be.
- (iv) The Chairperson and one (1) other member are a quorum; but, in the

absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.

- (d) Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days of the matter being submitted to the Board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.
- (e) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (f) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (g) The Arbitration Board shall submit a report on the findings and the decision of the Board within fourteen (14) days following the completion of the hearing to the parties.
- (h) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (i) In the case of a three (3) person Arbitration Board the decision of the majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (j) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- (k) The Arbitration Board shall expressly confine itself to the issue submitted to the Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- (l) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by an employing authority for cause, and provided the collective agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.
- (m) The expenses incurred by and in respect of an Arbitration Board shall be paid as

follows:

- (i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the chairperson of the Arbitration Board.
- (ii) Each party to the arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
- (iii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.
- (iv) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.
- (v) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.

The parties hereto agree that an employee of the Employer and a staff member of the Manitoba Government Employees' Union shall not be eligible for appointment as a member of the Arbitration Board or to act as a member of the Arbitration Board.

20:03 **Clarification on Decision** - Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the Sole Arbitrator either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator to reconvene. Within five (5) calendar days the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.

20:04 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

20:05 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 her (either the Employer or MGEU as the case may be), shall be responsible for compensating her for any salary which would otherwise be lost.

20:06 Arbitration hearings will be heard at a location mutually agreed to by the parties.

ARTICLE 21 - PART-TIME EMPLOYEES

21:01 Part-time employees shall be covered by all provisions of this Agreement, unless otherwise specified, and will receive a pro-rata share of salary, annual vacations, income

protection credits and pre-retirement leave.

21:02 Part-time employees will be paid four point two five (4.25%) percent of their basic rate of pay in lieu of time off on general holidays. Such holiday pay shall be included on each regular pay check, and is in addition to payment for time worked on a general holiday.

21:03 Unless otherwise mutually agreed between the Employer and the employee, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

21:04 (a) A part time employee reporting for work as scheduled shall be paid not less than three (3) hours pay at her basic rate of pay if she is sent home due to lack of work.

(b) Part time employees working occasional additional shifts in accordance with Article 2104 shall be paid only in respect of hours actually worked.

21:05 Income Protection in case of illness

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

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

21:06 Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

21:07 Annual Vacations

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

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

21:08 Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

21:09 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 7.

21:10 Assignment

A part-time employee shall be assigned and committed to work for the number of hours

as agreed to in writing at the time of employment or as subsequently revised by mutual agreement.

(a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be divided as equitably as possible amongst those employees who have requested additional hours, and they shall be given preference of such shifts over casual employees, with such preference being given on the following basis within the sites comprising the Regional Health Authority:

(i) First, among those employees within the site.

(ii) Second, among those employees from other sites comprising the RHA.

It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.

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

(c) (i) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, payment shall be made only in respect of hours actually worked.

(ii) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.

(iii) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits, and general holiday pay.

(iv) No benefits other than those referenced in ii) and iii) above shall be based on additional casual shifts.

(v) When a part-time employee is scheduled to work additional shifts for a period of time as described, she shall be entitled to income protection benefits and bereavement leave.

21:11 As per Article 5:03, a part-time employee shall receive increments (calculated from the date of her last increment, or her starting date as the case may be), on the basis of one (1) increment for each equivalent annual full-time hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of equivalent annual full-time hours worked, it shall be applied to the pay period next following completion of equivalent annual full-time hours worked.

ARTICLE 22 – UNIFORMS AND PERSONAL PROPERTY

- 22:01** The Employer shall provide and maintain lab coats or jackets and special or protective work clothing except footwear which are required to be worn on duty. All such items remain the property of the Employer, and when no longer required must be returned by the employee.
- 22:02** 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.
- 22:03** 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 departmental procedures and policies have been followed and proof of purchase of the replacement item is submitted.
- 22:04** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects.

ARTICLE 23 – EMPLOYEE BENEFITS AND PRE-RETIREMENT LEAVE

- 23:01** Applicable to employees currently covered by HEPP/HEBP, that were not former civil service employees, and new employees hired after the payroll transfer date for their region.

A. **Dental Plan**

The parties agree to the continuation of the Dental Plan for those employees currently participating in the Health Care Employees Benefit Plans.

B. **LTD**

The Employer shall continue to participate in the HEPP Long Term Disability Plan on a 50-50 cost-shared basis to a maximum of 1% for each party.

The Employer will continue to fund its share of costs on an administrative services basis and in addition, the Employer will continue to provide a net reserve to cover future benefits for employees on the Disability Plan.

The parties agree that income protection credits and Workers' Compensation

Benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing Disability Benefits. It is understood that the elimination period of the Long Term Disability Plan is one hundred and nineteen (119) calendar days.

An employee may claim income protection benefits for a period of time not to exceed this elimination period providing they have sufficient income protection credits.

C. **Pension Plan**

Contributions and benefits shall be in accordance with the provisions of the Health Care Employees Pension Plan (HEPP) for every employee currently eligible to participate in or participating in the HEPP.

23:02 Applicable to all former Civil Service employees covered by Civil Service Superannuation Plan and the Civil Service Group Insurance Plans;

All former Civil Service employees will remain in the Government of Manitoba (Civil Service) benefit plans which include the Dental Plan, Long Term Disability Plan, Ambulance and Hospital Semi-Private Plan (AHSP), Group Extended Health Plan, Group Life Insurance Plan, Pension Plan, and the Vision Care Plan, and will be “grandfathered” to those plans for the duration of their employment.

Employees currently utilizing the services of the EAP shall be allowed to continue their current course of counselling.

23:03 A full time employee who retires at or after age fifty-five (**55**) with ten (10) or more years of service, or at any time due to permanent disability, or when the sum of the employee’s years of age and length of continuous employment total eighty (80) or more, shall be granted four (4) days of paid pre-retirement leave per year of service or portion thereof.

23:04 **Payment of Pre-Retirement Leave**

- (a) Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date is reached.
- (b) Where the employee chooses to take a lump sum payment, the last day worked shall be considered the retirement day and benefits shall cease on that day.
- (c) Where the employee chooses to take pre-retirement leave as a continuation of salary until the scheduled retirement date, all benefits shall continue until that date.

- (d) Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rated portion of pre-retirement leave based on their actual hours worked as compared to those of a full-time employee.
- (e) Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total length of continuous employment as at the date of retirement.

ARTICLE 24 – DISCIPLINE AND DISCHARGE

- 24:01** (a) No employee shall be disciplined without just cause.
- (b) No employee, other than a probationary employee, shall be dismissed without just cause.
- 24:02** When it becomes necessary to discipline an employee, other than a verbal warning, the employee will be represented by the Union at a meeting held to discuss or impose disciplinary action unless she refuses such representation. When possible, the employer shall give the employee advance notice of the nature of the complaint.
- 24:03** An employee shall be notified in writing of the reasons for her discipline or dismissal. A copy shall be forwarded to the Union unless the employee elects otherwise.
- 24:04** An employee who alleges that she has been disciplined or dismissed without just cause shall submit a grievance in accordance with Article 19 of the Grievance Procedure.
- 24:05** The employer agrees not to introduce as evidence any disciplinary document from the employee's file at any hearing unless the employee has previously been made aware of its contents at the time of filing or within a reasonable time thereafter.
- 24:06** 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. A copy shall be forwarded to the Union unless the employee elects otherwise.
- 24:07** No notice or payment in lieu thereof is required where an employee is dismissed in accordance with Article 2401 and 2802.
- 24:08** Upon written request, and in the presence of an authorized representative of the employer an,employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not

limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file.

24:09 There shall be one (1) personnel file maintained by the region for each employee.

24:10 *An* employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.

ARTICLE 25 – LAY-OFF AND RECALL

25:01 *Lay-off* means to remove from a position of employment subject to the employee retaining such rights as set out in this Article.

25:02 In the event of a lay-off, employees other than probationary and temporary employees shall receive notice or pay in lieu of such as follows:

- (a) two (2) weeks notice for lay-off of up to eight (8) weeks;
- (b) for a lay-off of eight (8) weeks or more, notice would be based on one week per year of service, with a minimum of two (2) weeks notice and a maximum of eight (8) weeks notice.

25:03 When a reduction in the work force becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification within their site, subject only to more senior employees being qualified, competent and willing to perform the required work.

25:04 No new employee shall be hired to fill vacancies when employees who are eligible for recall within any of the sites comprising the Regional Health Authority are qualified, able and available to fill the vacancy.

25:05 For purposes of this Article, “qualifications” refers to education, knowledge, training, skills, experience, aptitude, and competence. “Ability” refers to mental, and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be

required to perform.

- 25:06** Employees who are absent from work due to a leave of absence for any reason shall be advised of lay-off in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.
- 25:07** An employee who exercises her seniority rights shall be entitled to a four (4) week familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, she shall be placed directly onto lay-off status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.
- 25:08** Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.
- 25:09** In event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent and the incumbent will be entitled to exercise seniority rights within the site subject to her ability, performance record, and qualification, to displace an employee in an equal or lower classification within the site. Where it is not possible due to seniority level, the employee shall be entitled to exercise her seniority rights, subject to her ability, performance record, and qualifications, to displace an employee in a position of equal or lower classification within any of the other sites comprising the Regional Health Authority. Any employee thus displaced shall be entitled to a like exercise of seniority rights.
- 25:10** Notice of lay-off shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.
- 25:11** *An* employee who is on lay-off shall not be entitled to notice of lay-off when she returns to work on an incidental basis.
- 25:12** The right of an employee who has been laid off to be re-called under this Agreement will be forfeited in the following circumstances:
- (a) if the person did not communicate with the Employer as specified, and
 - (b) if the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer,
 - (c) a thirty-six (36) month period has elapsed since the initial date of lay-off,
- 25:13** Except for temporary lay-offs of up to eight (8) weeks, accumulated vacation entitlement shall be paid out at time of lay-off. *An* employee whose lay-off is temporary (less than eight (8) weeks) may request pay-out of accumulated vacation entitlement.

- 25:14** Where an employee, alleges that the employee's lay-off has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 25:15** An employee who is involuntarily demoted due to a reason other than unsatisfactory performance shall continue to be paid her current basic salary rate until the rate for the classification to which she was demoted exceeds her current rate.
- 25:16** An employee recalled to work in a different department, different site within the Regional Health Authority, or different classification from which she was laid off shall have the right to return to the position she held prior to the lay off should it become vacant within one (1) year of being called back and such vacancy shall not be subject to the job posting procedure.
- 25:17** To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with her current address, and further, must inform the Employer of any address changes.
- 25:18** (a) Employees are to be recalled in order of seniority to vacancies within any of the sites comprising the Regional Health Authority subject to her ability, performance record, and qualifications. Such recall shall be made by registered mail and shall provide for a minimum of one (1) weeks' notice to report back to work. The employee is required to contact the Employer within one (1) week of such notice, confirming her intention to return to work as scheduled, or make reasonable alternative arrangements.
- (b) An employee who declines to return to a position comparable to that held prior to the layoff, without reasonable cause, shall be considered terminated. However, termination of employment will be waived at the discretion of the Employer, if a laid off employee declines the recall due to unsuitability of the geographic location.
- (c) The seniority of an employee who informs the Employer within seven (7) calendar days following notification of recall, that she declines employment in a lower classification or lower EFT than she held prior to lay-off, shall not terminate for failure to report for duty in that instance.
- 25:19** If the Employer sub-contracts work or introduces technological change, which results in the displacement of a number of employees, the Employer shall guarantee alternate employment to all employees with three (3) or more years service in the Facility. Where the alternative: employment is of a lower paying classification, the employee shall continue to receive the salary of the higher paid classification until the salary of the lower paid classification passes that of the higher classification.

25:20 Any employee with less than three (3) years employment to whom the Employer cannot offer alternative employment shall receive severance pay on the basis one (1) week per year of service.

ARTICLE 26 – DISCRIMINATION AND HARASSMENT

26:01 It is agreed that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practised by the Employer or any employee by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, marital status, place of residence, family relationships, physical handicap nor by reason of her membership or non-membership or activity in the union.

26:02 No form of employee abuse will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them to their immediate supervisor as soon as possible.

26:03 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.

26:04 If the Chief Executive Officer (CEO) or designate determines that a complaint has been made for frivolous, or vindictive reasons, the CEO shall have the authority to:

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

26:05 The Employer is committed to the implementation of a Regional Harassment Policy and Procedure identifying the process for reporting, investigating and resolving issues.

ARTICLE 27 – PERFORMANCE APPRAISALS

27:01 When performance appraisals are conducted, the following guidelines will apply:

- (a) performance appraisals shall be in writing and the contents shall be discussed with the employee;

- (b) the employee shall sign the performance appraisal for the sole purpose of indicating that she is aware of its contents;
- (c) the employee shall have the right to add comments to be attached thereto;
- (d) the employee shall be given a copy of the performance appraisal at their request.

ARTICLE 28 – NOTICE OF TERMINATION

28:01 Employment may be terminated with less notice or without notice:

- (a) by mutual agreement between the Employer and the employee;
- (b) during the employee's probationary period;
- (c) where an employee is discharged for just cause.

28:02 Employment may be terminated voluntarily by an employee, by giving at least two (2) weeks notice in writing exclusive of any vacation due.

28:03 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.

28:04 An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.

ARTICLE 29 – UNION/MANAGEMENT ADVISORY COMMITTEES

29:01 The Employer and the Union agree to maintain a Union/Management Committee at each site comprising the Regional Health Authority with equal representation from both parties. This Committee shall meet at the request of either party, for the purpose of discussing matters of concern to either party. The parties shall co-chair this Committee and shall chair alternate meetings.

29:02 This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect in the site and/or Regional Health Authority.

- 29:03** Employees appointed by, and acting on behalf of the Union, shall receive basic pay or the equivalent time off to attend meetings, with a minimum of one (1) hours pay.
- 29:04** The Committee shall meet as and when required at a mutually agreeable time within ten (10) calendar days of written notice being given by either party. An agenda will be prepared by the calling party with input from the other party and shall be distributed four (4) calendar days prior to the meeting taking place.
- 29:05** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 30 – HEALTH AND SAFETY

- 30:01** A Safety Committee shall be established to examine all aspects of safety and health measures within the site. Union representation on the Committee shall not exceed three (3) members.
- 30:02** The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the Workplace Safety and Health Act of Manitoba and will comply with the Workplace Safety and Health Act of Manitoba.

ARTICLE 31 – JOB SHARING

- 31:01** *Job sharing* is a work arrangement where the duties and responsibilities of a full-time position are shared by two employees. Each employee is accountable for the whole job.
- 31:02** **General Principles**
- (a) Nothing contained in this Article shall vary or change the collective agreement in intent or meaning.
 - (b) Job sharing positions are worker initiated and can be requested by any full-time employee who has completed the 6 month probationary period in their position.

Approval of job sharing requests is required from the Supervisor and the Human Resources Manager. Approval will not be unreasonably denied.

- (c) When a full-time employee requests to job share, the job share shall be in the position they were holding at the time of the request, unless the employee agrees otherwise.
- (d) Job sharing will be at the discretion of the Supervisor and the Human Resources Manager and if any problems arise, the Supervisor and the Human Resources Manager can take the necessary steps to alter or cease the arrangement in whole or in part. Thirty days notice of such termination will be given.
- (e) Job sharing employees shall sign a job sharing agreement letter.
- (f) No one job share employee shall own the position. An employee who is an incumbent in a job sharing arrangement does not have any continuing rights to the position being shared or does not retain any rights to any previous position held.
- (g) If required, at the discretion of the Supervisor, an employee who is an incumbent in a job sharing arrangement will fill the position on a full-time basis at any time the other incumbent is not available or terminates.
- (h) For the purpose of this Article, job sharing employees shall each be considered part-time and subject to the provisions of Article 21.

31:03 Job sharing arrangements are subject to the approval of the Employer and shall be documented and signed by the job sharing employees and the Employer.

**ARTICLE 32 - SPECIAL PROVISIONS REGARDING EMPLOYEES OCCUPYING
MORE THAN ONE POSITION WITHIN THE SITES COMPRISING THE
REGIONAL HEALTH AUTHORITY**

32:01 Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position within the sites comprising the Regional Health Authority. 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 position, the employee will have the option of assuming the position applied for and relinquishing their former position.

32:02 At no time shall the sum of the positions occupied exceed the equivalent of one (1) Equivalent Full-Time (EFT). However, it is recognized that daily hours of work may be exceeded, by mutual agreement between the Employer, the employee and the Union,

- 32:03** 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), and the provisions of Article 21 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.
- 32:04** All salary-based benefits, i.e., Group Life, Pension, LTD, as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
- 32:05** All accrued benefits, i.e., vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- 32:06** Requests for scheduling of vacation, paid or unpaid leaves of absence, etc. shall be submitted to each departmental/site supervisor/manager, and will be considered independently, based on the operational requirements of each department/site, requests shall not be unreasonably denied.
- 32:07** Employees taking on an additional position will be subject to a trial period in accordance with Article 6. If, during the trial period, the applicant is found by the Employer to be unsatisfactory in her new position, she shall relinquish that position.
- 32:08** Where an approved arrangement is later found to be unworkable, the affected employee will be required to relinquish one of the positions occupied.

ARTICLE 33 – BRIDGING OF SERVICE

- 33:01** A regular employee who resigns as a result of the employee's decision to raise a dependant child or children, and is re-employed, upon written notification to the employing authority shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on service seniority. The following conditions shall apply:
- (a) the employees must have accumulated at least four (4) years of continuous service at the time of resigning;
 - (b) the resignation itself must indicate the reason for resigning.

ARTICLE 34- TECHNOLOGICAL CHANGE

34:01 Technological change shall mean the introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

34:02 In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect employees from any adverse affects, either party may refer the matter to arbitration as provided for under the terms of this Agreement.

34:03 An employee who is displaced from her job as a result of technological change shall be given an opportunity to fill any vacancy for which she has seniority and for which she has the qualifications and ability to perform. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with lay-off procedure specified in this Agreement.

34:04 Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

ARTICLE 35 – TEMPORARY TRANSFERS

35:01 (a) Qualified employees will be offered the opportunity to work in Sites experiencing occasional needs for additional employees.

- (b) Temporary transfers will not take place until all provisions are fulfilled for assigning additional shifts at the receiving Site.
- (c) Employees who are temporarily transferred will be covered by the Collective Agreement.
- (d) Where not enough employees volunteer for temporary transfer, involuntary transfers will only occur on an emergent and episodic basis consistent with the provisions detailed in the Collective Agreement.
- (e) Orientation will be provided as reasonably possible.

ARTICLE 36 – TRANSPORTATION AND VEHICLE ALLOWANCE

36:01 Employees required to use, or provide their own personal vehicle for Employer business, which has been pre-authorized by the Employer, shall be reimbursed and paid as follows:

- (a) thirty-one cents (\$0.31) per kilometer south of the 53rd parallel effective date of signing of Memorandum of Settlement, July 14, 2000.

thirty-four cents (\$0.34) per kilometer south of the 53rd parallel effective September 1, 2000.
- (b) thirty-five cents (\$0.35) per kilometer north of the 53rd parallel effective date of signing of Memorandum of Settlement, July 14, 2000.

thirty-eight cents (\$0.38) per kilometer north of the 53rd parallel effective September 1, 2000.

Note: When the Province of Manitoba mileage rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

36:02 Upon request, an employee who is required to commence or terminate her shift between 0001 hours and 0600 hours, and who does not have her own transportation, will have transportation provided by the employer.

ARTICLE 37 – MEAL EXPENSES/TRAVEL ALLOWANCES

37:01 Travel Status means absence of the employee from the employee's base location on business involving travel and accommodation with the approval of the Employer.

37:02 Base location for the purpose of travel status means an area twenty-four (24) kilometers or fifteen (15) miles around the employee's base location.

37:03 Meals - Eligibility for Claims

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

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

37:04 Luncheon - An employee is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern, when cost of luncheon may be claimed, occur when the employee is in travel status.

37:05 The inability of the employee to return to the employee's home or residence does not constitute grounds for claim for the cost of a purchased meal.

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

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

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

37:06 (a) In all areas not covered by remoteness allowance

<u>Breakfast</u>	<u>Luncheon</u>	<u>Dinner</u>
\$5.15	\$6.90	\$11.95

- (b) In areas covered by remoteness allowance

<u>Breakfast</u>	<u>Luncheon</u>	<u>Dinner</u>
\$5.65	\$7.40	\$12.80

37:07 Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maximum may be claimed if supported by a receipt.

37:08 Laundry

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

37:09 Parking

An employee may claim parking expenses as follows:

- (i) short-term parking, when the employee is away from the workplace; and
- (ii) overnight parking where it is not provided with accommodation.

37:10 Special Emergencies

Where special circumstances arise, (Example: flood control, fire duties, etc.) and an employee is required to work extended hours in connection with that emergency, with the authority of the Employer, the employee may claim the cost of purchased meals appropriate to the period worked, as provided for under Meals Expenses/Travel Allowances.

37:11 Telephone and Business Communications

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

37:12 Travel - Return on Over a Weekend

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

If travel is by vehicle, this cost should be evaluated at the per kilometre rate applicable for personal distance travelled for that vehicle.

37:13 Accommodations

Employees travelling on Employer business are entitled to standard hotel room accommodation with a bath when available.

37:14 The type, standard and cost of accommodation, and the period for which such costs may be allowed shall be reasonable considering all relevant circumstances.

37:15 Where no overnight accommodation is involved, only the appropriate individual expenses may be claimed.

37:16 An employee who is in travel status may claim an incidentals allowance for each night of:

(a) commercial accommodation - date of ratification, August 9, 2000 - \$3.50

(b) non-commercial accommodation - date of ratification, August 9, 2000 - \$3.00.

The incidentals allowance covers reimbursement for all incidental expenses.

ARTICLE 38 - QUALIFICATION PAY

38:01 Qualification Pay

Medical Technologists are eligible to receive one (1) of the two (2) additional qualification payments as set forth below:

- (a) (i) Medical Technologists 1, 2, 3, 4, or 5 who are Registered Radiological Technologists and have successfully completed the Departmental Assistants course in Laboratory Technology (LA) or are Registered Laboratory Technologists and have successfully completed the Departmental Assistants course in Radiography (XA) - \$55.00 per month (\$25.30 bi-weekly);

- (ii) Medical Technologists 1, 2, 3, 4, or 5 who are Registered Radiological Technologists and have successfully completed the requirements for Computed Tomography (C.T.) and are required to utilize their CT training - \$55.00 per month (\$25.30 bi-weekly);
- (b) (i) Medical Technologists 1, 2, 3, 4 or 5 who are both Registered Radiological Technologists and Registered Laboratory Technologists and are in a position requiring both registrations \$90.00 per month (\$41.40 bi-weekly);
- (ii) Medical Technologists 1, 2, 3, 4 or 5 who are Registered Radiological Technologists and have successfully completed the requirements of the American Registry of Diagnostic Medical Sonographers (A.R.D.M.S.) and are required to utilize their ultrasound training - \$90.00 per month (\$41.40 bi-weekly);

38:02 Academic Allowance

For the purpose of this Collective Agreement, the following definitions shall apply:

C.S.M.L.S. - Canadian Society of Medical Laboratory Science

C.A.M.R.T. - Canadian Society of Medical Radiation Technologists.

The Employer shall pay the following non-cumulative amounts in addition to the salaries as per Schedule A, provided such academic attainment is relevant to the position held, is from an accredited institution, and is not a basic qualification for the position;

Advanced Registered Technologist (A.R.T.) or Advanced Certification (A.C.) - \$100.00 per month [prorated on an hourly basis];

Bachelor of Science (B.Sc.) and Registered Technologist (R.T.) - \$100.00 per month [prorated on an hourly basis];

Licentiate Canadian Society of Medical Laboratory Science (L.C.S.M.L.S.) or Fellow Canadian Association Medical Radiation Technologist (F.C.A.M.R.T.) - \$200.00 per month [prorated on an hourly basis]

B.Sc. and A.R.T. or B.Sc. and A.C. - \$200.00 per month [prorated on an hourly basis];

B. Sc. and L.C.S.M.L.S. or B.Sc. and F.C.A.M.R.T. - \$250.00 per month [prorated on an hourly basis].

Note: Notwithstanding the above, the Employer confirms that academic allowances currently paid to existing employees, effective date of signing, shall not be discontinued or reduced for the duration of that employee's employment, unless specifically negotiated at a later date.

38:03 Medical Technologists 1, 2, 3, 4, and 5 who have successfully completed the Cardiology Technologists (EKG) Association examination and who are registered and in good standing with the aforesaid Association shall receive an additional \$50.00 per month

(\$23.07 bi-weekly) provided that such Medical Technologists are required to perform cardiographic examinations.

38:04 E.K.G. Technologists who have achieved advanced certification shall receive an additional \$60.00 per month (**\$27.69** bi-weekly).



ARTICLE 39 - CONTRACTING OUT

39:01 It shall not be considered contracting out should the Employer:

- (a) merge or amalgamate with another health care facility or health care related facility, or
- (b) transfer or combine any of its operations or functions with another health care facility or health care related facility, or
- (c) take over any of the operations or functions of another health care facility.

ARTICLE 40 - CONDUCT OF EMPLOYEES

40:01 Each employee shall observe standards of behaviour consistent with the employee's function and role as an employee and in compliance with the terms of this Agreement.

ARTICLE 41 - TERM OF AGREEMENT

41:01 This Agreement and all its provisions **shall be effective April 1, 1999.**

- 41:02** (a) This Agreement **shall be in full force and effect until March 31, 2003,** and thereafter should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first,
- (b) The Union agrees to give the Employer at least one (1) week's (7 days) written notice **as** to the intended time and date of strike action.
- (c) The Employer agrees to give the Union at least one (1) week's (7 days) written notice as to the intended time and date of lockout.

41:03 The Agreement may be amended during its term by mutual agreement.

41:04 Should either party desire to propose changes to this Agreement, they shall give notice in

writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

41:05 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, August 9, 2000, of this Agreement unless otherwise specified.

41:06 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the bargaining unit shall strike during the term of this Agreement.

41:07 Should there be retroactive wage and benefit adjustments, they shall be made payable within forty-five (**45**) days of the date of ratification of this Agreement by both parties.

APPENDIX A – Bi-weekly Remoteness Allowances

Remoteness Allowance shall be paid subject to the following eligibility:

A. Dependant Supporting or Non – dependant Supporting Status:

Non-dependent supporting status will be assumed for all employees eligible for Remoteness Allowances, and claims for dependant supporting status will be subject to the following criteria and conditions:

1. The employee shall be supporting one or more dependents where a dependent includes:
 - Spouse living with and dependent on the employee for main and continuing support; this is presumed to be the wife in a marriage whether or not gainfully employed, unless satisfactory evidence is produced to the contrary;
 - Unmarried dependent children under 18 years of age;
 - Unmarried dependent children over 18 but under 21 years if in full time attendance at a school or university or similar educational institution;
 - Unmarried children of any age if mentally or physically disturbed.
2. There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement must have been in existence for at least one year prior to the application for dependant's rate.
3. A claim, with appropriate attestation, notarized where considered necessary, for payment of dependant's or single rate of allowances, will be submitted to the Employer when first requesting the allowance, and renewed annually thereafter prior to the fiscal year.
4. Where both marital partners are employees of the Regional Health Authority in any department to which these regulations apply, the dependant supporting rate will be paid to the permanent employee or, if both are permanent, to one partner only. The other partner will not receive either dependant supporting or non-dependant supporting rate of Remoteness Allowance.

Where specially requested by both employees in writing, the dependant's rate may be divided and equal amounts (to the nearest cent) paid to each employee.

B. Hourly Rated Personnel:

- (a) Remoteness Allowances are to be determined separately from hourly wage rates.

Except for employees hired on an “if, as and when” basis, Remoteness Allowances are to be considered on a daily basis i.e. 1/10th of the bi-weekly rate, up to a maximum amount for the bi-weekly period, for the following conditions:

1. For each day the employee is at work irrespective of the number of hours worked;
2. For each day that the employee is recognized as being a stand-by”; or
3. In order to qualify for the daily rate, an employee hired on an “if, as and when” basis, would be required to work one-half or greater of the normal working hours (i.e. **7.75** hours in any one day).

(b) Above will apply to all part-time employees on staff as of the date of signing of this Agreement. For all other part-time employees, remoteness allowances will be pro-rated based on the number of hours an employee works. Example: if an employee works **fifty** percent (50%) of the hours of a full time employee, the employee will receive **fifty** percent (**50%**) of the remoteness allowance.

C. Location and Residence:

The Remoteness Allowance applicable to the location at which the employee has established his residence and maintains a family home is normally that which prevails, since the residence would be within normal daily travel distance to the employee’s headquarters. In any case where the employee does not have a residence established on a continuing basis in relation to his headquarters, the location of the employee’s official headquarters, as established by the employing authority, shall be considered the location for Remoteness Allowance.

D. Limitations:

The Remoteness Allowances for dependent supporting or non-dependent supporting employees as indicated, represent a maximum hourly taxable allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave and as limited in section B above for the hourly employees. They are not payable during periods of absence without pay, nor payable at “time and one half” or other premium pay scales, nor included as part of regular weekly earnings in calculation of vacation wages on termination of employment.

E. Geographic Eligibility:

No location will be included for remoteness allowance that is two hundred and **fifty** (250) kilometres or less from the centre of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of sixty-five (65) kilometres or more by

the most direct road to a provincial trunk highway or paved provincial road, and the aggregate distance to the highway or paved road and then to Winnipeg or Brandon totals two hundred (200) or more kilometres. No location having road access and situated south of the fifty-third (53rd) parallel of latitude will be included unless the criterion concerning off-highway access was met.

F. Bunk - Houses or Similar Accommodations:

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

Bisset	\$29.48	Island Lake	\$42.17
God's Lake Narrows	\$43.64	Norway House	\$36.34

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

G. Travel Time:

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

BIWEEKLY REMOTENESS ALLOWANCES

LOCATION	Effective August 12, 2000		Effective March 24, 2001		Effective March 23, 2002	
	DEPENDENT	SINGLE	DEPENDENT	SINGLE	DEPENDENT	SINGLE
Berens River	\$204.90	\$117.47	\$209.61	\$120.17	\$214.43	\$122.94
Bissett	\$135.92	\$80.37	\$139.04	\$82.22	\$142.24	\$84.11
Bloodvein River	\$207.96	\$119.45	\$212.74	\$122.19	\$217.63	\$125.00
Brochet	\$244.76	\$140.93	\$250.39	\$144.17	\$256.15	\$147.49
Churchill	\$197.86	\$120.06	\$202.41	\$122.82	\$207.06	\$125.65
Cormorant	\$115.52	\$73.68	\$118.17	\$75.37	\$120.89	\$77.10
Cranberry Portage	\$98.98	\$62.37	\$101.25	\$63.81	\$103.58	\$65.27
Crane River	\$121.95	\$88.61	\$124.76	\$90.65	\$127.63	\$92.74
Cross Lake	\$220.30	\$127.35	\$225.37	\$130.28	\$230.55	\$133.28
Dauphin River (Anama Bay)	\$136.67	\$96.98	\$139.82	\$99.21	\$143.03	\$101.49
Easterville	\$101.07	\$63.81	\$103.40	\$65.28	\$105.78	\$66.78
Flin Flon	\$85.65	\$53.29	\$87.62	\$54.51	\$89.63	\$55.77
Gillam	\$176.01	\$106.50	\$180.06	\$108.95	\$184.20	\$111.46
God's Lake Narrows	\$242.77	\$139.57	\$248.35	\$142.15	\$254.06	\$146.06
God's River	\$245.91	\$141.71	\$251.56	\$144.97	\$257.35	\$148.30
Grand Rapids	\$98.26	\$60.75	\$100.52	\$62.14	\$102.83	\$63.57
ILford	\$262.96	\$150.52	\$269.01	\$153.99	\$275.20	\$157.53
Island Lake/Garden Hill	\$226.18	\$129.19	\$231.38	\$132.17	\$236.70	\$135.21
Jen Peg	\$160.63	\$96.02	\$164.33	\$98.23	\$168.11	\$100.49
Lac Brochet	\$266.72	\$153.00	\$272.85	\$156.52	\$279.13	\$160.12
Leaf Rapids	\$135.86	\$84.32	\$138.99	\$86.25	\$142.19	\$88.24
Little Grand Rapids	\$217.98	\$123.61	\$222.99	\$126.45	\$228.12	\$129.36
Lynn Lake	\$140.30	\$84.95	\$143.53	\$86.90	\$146.83	\$88.90
Manigotagan	\$135.92	\$80.37	\$139.04	\$82.22	\$142.24	\$84.11
Matheson Island	\$138.57	\$98.27	\$141.75	\$100.53	\$145.01	\$102.84
Moose Lake	\$146.73	\$90.71	\$150.10	\$92.80	\$153.56	\$94.93
Negginan/Poplar Point	\$208.33	\$119.81	\$213.13	\$122.57	\$218.03	\$125.39
Nelson House	\$150.01	\$91.59	\$153.46	\$93.70	\$156.99	\$95.85
Norway House	\$195.97	\$112.05	\$200.47	\$114.63	\$205.08	\$117.26
Oxford House	\$238.13	\$136.23	\$243.61	\$139.37	\$249.21	\$142.57
Pikwitonie	\$192.12	\$115.06	\$196.54	\$117.70	\$201.06	\$120.41
Pukatawagan	\$158.31	\$97.24	\$161.95	\$99.47	\$165.68	\$101.76
Red Sucker Lake	\$241.51	\$138.51	\$247.06	\$141.70	\$252.75	\$144.96
St. Therese Point	\$226.18	\$129.19	\$231.38	\$132.17	\$236.70	\$135.21
Shamattawa	\$258.46	\$150.08	\$264.41	\$153.54	\$270.49	\$157.07
Sherridon	\$156.45	\$95.98	\$160.05	\$98.19	\$163.73	\$100.44
Snow Lake	\$117.54	\$73.06	\$120.25	\$74.74	\$123.01	\$76.46
Southern Indian Lake	\$248.94	\$143.59	\$254.66	\$146.89	\$260.52	\$150.27
Split Lake	\$259.00	\$147.83	\$264.96	\$151.23	\$271.05	\$154.71
Tadoule Lake	\$270.82	\$155.89	\$277.05	\$159.48	\$283.42	\$163.15
The Pas	\$80.39	\$49.12	\$82.24	\$50.25	\$84.13	\$51.41
Thicket Portage	\$191.70	\$114.77	\$196.11	\$117.41	\$200.62	\$120.11
Thompson	\$127.98	\$89.90	\$130.92	\$91.97	\$133.93	\$94.08
Wabowden	\$164.25	\$112.09	\$168.03	\$114.67	\$171.90	\$117.31
Waterhen	\$101.47	\$63.47	\$103.81	\$64.93	\$106.19	\$66.42
York Landing	\$261.26	\$152.17	\$267.27	\$155.67	\$273.42	\$159.25



APPENDIX B – Payment of Wages

1. The daily rate of pay shall be calculated as follows:
Hourly rate of pay \times number of hours worked in the day.
2. The bi-weekly salary shall be calculated as follows:
Hourly rate of pay \times number of hours worked in a bi-weekly pay period
3. The annual salary shall be calculated as follows:
Bi-weekly rate of pay \times **26.087**
4. Calculations shall be rounded to the nearest 3 decimal points.

APPENDIX C – Former Civil Service Employee Benefit Plans

DENTAL PLAN

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

- (a) Effective the first of the month following the date of signing of this Agreement and limited to dental work performed on **and** after that date, the basis for payment for covered services shall be the 2000 Manitoba Dental Association (MDA) Fee Guide;
- (b) The 2001, 2002 and 2003 MDA Fee Guides will be implemented effective January 1 of each respective year;
- (c) Dental coverage will continue for the first seventeen (17) weeks of Maternity Leave effective the first of the month following the date of signing and limited to maternity leaves commencing on and after that date;
- (d) The annual maximum per claimant will be increased as follows:
 - (i) effective January 1, 2001 – one thousand and one hundred dollars (\$1,100);
 - (ii) effective January 1, 2002 – one thousand and two hundred dollars (\$1,200);
 - (iii) effective January 1, 2003 – one thousand and four hundred dollars (\$1,400);
- (e) the orthodontic lifetime maximum will be increased as follows:
 - (i) effective January 1, 2001 – one thousand and one hundred dollars (\$1,300);
 - (ii) effective January 1, 2002 – one thousand and four hundred dollars (\$1,400);
 - (iii) effective January 1, 2003 – one thousand and six hundred dollars (\$1,600);
- (f) effective January 1, 2001 part-time employees will be eligible for family coverage based on fifty percent (50%) of the coverage amounts applicable for full-time employees up to fifty percent (50%) of the maximum;
- (g) prior to January 1, 2001, all part-time employees on staff as of the date of signing of this Agreement will be given the option to choose either:
 - (i) to maintain their single coverage under the dental plan; or
 - (ii) to elect family coverage on a pro-rated basis in accordance with Section (f);
- (h) all employees hired after the date of signing of this Agreement will be eligible for family coverage in accordance with Section (f).

VISION CARE PLAN

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

- (a) effective the first of the month following the date of signing of this agreement and limited to vision care services performed on and after that date, the basis for payment for covered services shall be the 2000 Optometric or Ophthalmological Fee Guide;
- (b) the 2001, 2002 and 2003 Fee Guides will be implemented effective January 1 of each respective
- (c) changes to the Dental Plan respecting eligibility during Maternity Leave and prorated family year; coverage for part-time employees will also apply to the Vision Care Plan;
- (d) the maximum per claimant will be increased to two hundred dollars (\$200) effective January 1, 2001.

LONG TERM DISABILITY INCOME PLAN

The parties agree that the government plan shall provide an employer paid Long Term Disability Income Plan for eligible employees. The regulations governing this plan will be agreed upon in a separate Memorandum of Agreement. (As referenced in the Master Agreement)

AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN

The parties agree that the government plan shall provide an employer paid Ambulance and Hospital Semi-Private Plan (A.H.S.P.) for eligible employees. The regulations governing this plan will be agreed upon in a separate Memorandum of Agreement.

DRUG PLAN

- 1. The government agrees to implement a Drug Care plan effective October 1, 2001 as follows:
 - (a) eligibility requirements for employees and dependents will be the same as the Dental Services Plan;
 - (b) co-insurance be based on 80% reimbursement;
 - (c) the maximum payment per contract (family) is five hundred dollars (\$500) per year.
- 2. Other terms and conditions of the Drug Care Plan will be similar to those currently in effect

for the Drug coverage provisions of the existing employee-paid Extended Health Benefit (EHB) plan.

3. The parties agree that the Drug coverage in the Employee Health Benefit Plan will terminate September 30, 2001. The parties will meet to determine how to deal with the resulting savings to that plan. Options could include adding coverage for additional services such as those proposed by the Union and/or reducing premiums.

CIVIL SERVICE SUPERANNUATION PLAN

The parties recognize the unique nature of the Civil Service Superannuation Fund, the Civil Service Superannuation Act and the nature of the funding arrangement under the Superannuation Plan. In addition, the parties recognize that the Superannuation Plan is a multi-employer and multi-union superannuation plan and that it also covers many non-unionized employees. The Superannuation Plan provides for input and consultation through the Liaison Committee (worker representatives) and the Advisory Committee (employer representatives).

Within this context, the parties agree to develop a plan which would create a jointly trustee superannuation plan and to implement joint trusteeship arrangements at the earliest possible date. The plan must recognize the requirement for:

- (a) the involvement of other unions and employers in the Superannuation Plan;
- (b) legislative approval;
- (c) Government to retain the right to approve any changes to the Superannuation Plan involving additional Government expenditures.

GROUP INSURANCE PLAN SURPLUS WITHDRAWAL

The parties agree that the Province may transfer an amount of one percent (1%) of the 1999 payroll from the employer surplus in the Public Service Group Insurance Fund to the Province at such times and on such terms as the Province deems appropriate.

It is further agreed the provisions of the Memorandum of Agreement dated December 3, 1997, titled Benefit Plan Review and the Memorandum of Agreement dated August 7, 1997, titled Negotiations - May 20, 1997, have been fully satisfied.

APPENDIX D – Site Summary

Central Manitoba Inc.	Interlake Regional Health Authority	Marquette Regional Health Authority	South Westman Regional Health Authority
<ul style="list-style-type: none"> • Portage General Hospital • Morris General Hospital • Carman General Hospital • Seven Regions Health Centre • Altona Community Memorial Health Centre • Lorne Memorial Hospital • Notre Dame Medical Nursing Unit • Boundary Trails Health Centre • St. Claude General Hospital • Pembina Manitou Health Centre • Emerson Hospital • McGregor Health Centre • Community Health Programs • Emergency Medical Services Program • Diagnostic Services Program • Regional Therapy Services Program • Eden Mental Health Centre** 	<ul style="list-style-type: none"> e Selkirk District Hospital • Stonewall and District Health Centre • Teulon Hunter Memorial Health Centre e Lundar Community Health Centre • E.M. Crowe Health Centre • Lakeshore District Centre • Fisher Branch Community Health Office • Arborg and District Health Centre • Johnson Memorial Hospital e Community Health Services Programs • Emergency Medical Services Program e Diagnostic Services Program 	<ul style="list-style-type: none"> e Birtle Health Centre e Carberry Health Centre e Erickson Health Centre • Hamiota Health Centre • Minnedosa Health Centre • Neepawa Health Centre • Riverdale Health Centre • Rossburn Health Centre e Russell Health Centre • Sandy Lake Personal Care Home • Shoal Lake/Strathclair Health Centre e Community Health Services Programs • Diagnostic Services Program 	<ul style="list-style-type: none"> • Baldur Health District • Boissevain Health Centre • Deloraine Health Centre • Elkwood Manor • Glenboro Health District • Hartney Medical Nursing Unit e Melita District Health Centre e Reston District Health Centre • Souris District Health Centre e Tiger Hills Health District e Virden District Hospital & Westman Nursing Home • Victoria Park Lodge e The Sherwood Home e Tri Lake Health Centre e Wawanesa and District Memorial Health Centre • Community Health Services Programs e Diagnostic Services Program
	North Eastman Health Association Inc.	Parkland Regional Health Authority	

<ul style="list-style-type: none"> • Beausejour District Hospital • East Gate Lodge • Kin Place Health Complex • Pine Falls Health Complex • Whitemouth District Health Centre • Winnipeg River Health Distric - Lac Du Bonnet • Winnipeg River Health District • Pinawa Hospital • Community Health Services Programs • Emergency Medical Services Program • Diagnostic Services Program 	<ul style="list-style-type: none"> • Dauphin Regional Health Centre • Roblin District Hospital • Grandview Health Centre • Gilbert Health Centre • Community Health Programs • Emergency Medical Services Program • Regional Therapy Services Program • Diagnostic Services Program
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APPENDIX E – Wage Adjustments

Salaries shall be increased as follows:

For those employees who did not receive a salary increase on April 1, 1999 including former non-union, MAHCP, and CUPE members, the following shall apply:

3% April 1, 1999

For those MGEU (former Civil Service Employees) the following shall apply:

1% April 1, 1999 non-compounded.

For all bargaining unit employees, the following shall apply:

2% April 1, 2000

2% April 1, 2001

2% April 1, 2002

Effective April 1, 2002, all classifications will receive a “Recruitment and Retention Special Adjustment” of one-half (½) of one (1) percent on hourly rates (non-compounded).

For the Union

For the Employer

Date

SCHEDULE A - SALARY SCALES

• **Medical Technologist I in Diagnostic Services (Laboratory, Radiology and Cardiology)**

***All Regions if Applicable**

***Based on 2080 hours per year (8.00 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>St</u>
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Effective April 1, 2000 (2%)

BR	16.676	17.253	17.911	18.540	19.261	20.012
	1,334.080	1,380.240	1,432.880	1,483.200	1,540.880	1,600.960
	34,802.145	36,006.321	37,379.541	38,692.238	40,196.937	41,764.244

Effective April 1, 2001 (2%)

17.010	17.598	18.269	18.911	19.646	20.412
1,360.762	1,407.845	1,461.538	1,512.864	1,571.698	1,632.979
35,498.188	36,726.447	38,127.131	39,466.083	41,000.875	42,599.528

Effective April 1, 2002
(2% plus 0.5% non-compounded)

17.435	18.038	18.726	19.384	20.137	20.923
1,394.781	1,443.041	1,498.076	1,550.686	1,610.990	1,673.804
36,385.643	37,644.608	39,080.310	40,452.735	42,025.897	43,664.517

- ◆ The rates include a 2% increase for all classificationseffective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- **Medical Technologist II in Diagnostic Services (Laboratory, Radiology and Ultrasound)**

***All Regions if Applicable**

***Based on 2080 hours per year (8 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step10</u>
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Effective April 1, 2000 (2%)

16.913	17.561	18.252	18.983	19.725	20.528				
1,353.040	1,404.880	1,460.160	1,518.640	1,578.000	1,642.240				
35,296.754	36,649.105	38,091.194	39,616.762	41,165.286	42,841.115				

Effective April 1, 2001 (2%)

17.251	17.912	18.617	19.363	20.120	20.939				
1,380.101	1,432.978	1,489.363	1,549.013	1,609.560	1,675.085				
36,002.690	37,382.087	38,853.018	40,409.097	41,988.592	43,697.937				

Effective April 1, 2002
(2% plus 0.5% non-compounded)

17.683	18.360	19.082	19.847	20.622	21.462				
1,414.603	1,468.802	1,526.597	1,587.738	1,649.799	1,716.962				
36,902.757	38,316.639	39,824.343	41,419.324	43,038.307	44,790.386				

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- **Medical Technologist III in Diagnostic Services (Laboratory, Radiology and Ultrasound)**

***All Regions if Applicable**

***Based on 2080 hours per year (8 hours per day)**

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
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Effective April 1, 2000 (2%)

17.191	17.933	18.622	19.415	20.208	21.074				
1,375.280	1,434.640	1,489.760	1,553.200	1,616.640	1,685.920				
35,876.929	37,425.454	38,863.369	40,518.328	42,173.288	43,980.595				

Effective April 1, 2001 (2%)

17.535	18.292	18.994	19.803	20.612	21.495				
1,402.786	1,463.333	1,519.555	1,584.264	1,648.973	1,719.638				
36,594.468	38,173.963	39,640.637	41,328.695	43,016.753	44,860.207				

**Effective April 1, 2002
(2% plus 0.5% non-compounded)**

17.973	18.749	19.469	20.298	21.127	22.033				
1,437.855	1,499.916	1,557.544	1,623.871	1,690.197	1,762.629				
37,509.330	39,128.312	40,631.652	42,361.912	44,092.172	45,981.712				

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates .will be shown in **an** amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- **Medical Technologist IV in Diagnostic Services (Laboratory, Radiology and Ultrasound)**

***All Regions if Applicable**

***Based on 2080 hours per year (8 hours per day)**

<u>Step 1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>ep</u> <u>10</u>
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Effective April 1, 2000 (2%)

17.304	18.076	18.911	19.755	20.641	21.568
1,384.320	1,446.080	1,512.880	1,580.400	1,651.280	1,725.440
36,112.756	37,723.889	39,466.501	41,227.895	43,076.941	45,011.553

Effective April 1, 2001 (2%)

17.650	18.438	19.289	20.150	21.054	21.999
1,412.006	1,475.002	1,543.138	1,612.008	1,684.306	1,759.949
36,835.011	38,478.367	40,255.831	42,052.453	43,938.480	45,911.784

Effective April 1, 2002
(2% plus 0.5% non-compounded)

18.091	18.898	19.771	20.654	21.580	22.549
1,447.307	1,511.877	1,581.716	1,652.308	1,726.413	1,803.948
37,755.886	39,440.326	41,262.226	43,103.764	45,036.942	47,059.579

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in **an** amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- **Medical Technologist V in Diagnostic Services (Laboratory, Radiology and Ultrasound)**

***All Regions if Applicable**

Based on 2080 hours per year (8 hours per day)

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step10</u>
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Effective April 1, 2000 (2%)

19,220	20,075	20,991	21,960	22,959	24,020
1,537,600	1,606,000	1,679,280	1,756,800	1,836,720	1,921,600
40,111,371	41,895,722	43,807,377	45,829,642	47,914,515	50,128,779

Effective April 1, 2001 (2%)

19,604	20,477	21,411	22,399	23,418	24,500
1,568,352	1,638,120	1,712,866	1,791,936	1,873,454	1,960,032
40,913,599	42,733,636	44,683,525	46,746,234	48,872,805	51,131,355

**Effective April 1, 2002
(2% plus 0.5% non-compounded)**

20,095	20,988	21,946	22,959	24,004	25,113
1,607,561	1,679,073	1,755,687	1,836,734	1,920,291	2,009,033
41,936,439	43,801,977	45,800,613	47,914,890	50,094,625	52,409,639

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

• **EKG Technologist**

*All Regions if ↓

*Based on 2080 hours per year (8 hours per day)

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>St</u>
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Effective April 1, 2000 (2%)

13.679	14.193	14.730	15.275	15.883	16.511
1,094.320	1,135.440	1,178.400	1,222.000	1,270.640	1,320.880
28,547.526	29,620.223	30,740.921	31,878.314	33,147.186	34,457.797

Effective April 1, 2001 (2%)

13.953	14.477	15.025	15.581	16.201	16.841
1,116.206	1,158.149	1,201.968	1,246.440	1,296.053	1,347.298
29,118.476	30,212.628	31,355.739	32,515.880	33,810.129	35,146.952

Effective April 1, 2002
(2% plus 0.5% non-compounded)

14.301	14.839	15.400	15.970	16.606	17.262
1,144.112	1,187.103	1,232.107	1,277.601	1,328.454	1,380.980
29,846.438	30,967.943	32,139.633	33,328.777	34,655.383	36,025.626

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- **General Duty Technologist I (Will become a Medical Technologist I upon standardization of hours implementation)**

***All Regions if Applicable**

***Based on 2015 hours per year (7.75 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step10</u>
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Effective April 1, 2000 (2%)

17.214	17.253	17.911	18.540	19.261	20.012
1,334.085	1,337.108	1,388.103	1,436.850	1,492.728	1,550.930
34,802.275	34,881.123	36,211.430	37,483.106	38,940.782	40,459.111

Effective April 1, 2001 (2%)

17.558	17.598	18.269	18.911	19.646	20.412
1,360.767	1,363.850	1,415.865	1,465.587	1,522.582	1,581.949
35,498.321	35,578.746	36,935.659	38,232.768	39,719.598	41,268.293

Effective April 1, 2002
(2% plus 0.5% non-compounded1)

17.997	18.038	18.726	19.384	20.137	20.923
1,394.786	1,397.946	1,451.261	1,502.227	1,560.647	1,621.497
36,385.779	36,468.214	37,859.050	39,188.587	40,712.588	42,300.000

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- **Senior Lab Technologist III (Will become a Medical Technologist III upon standardization of hours implementation)**

***All Regions if Applicable**

***Based on 2015 hours per year (7.75 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step10</u>
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Effective April 1, 2000 (2%)

17.745	18.511	19.222	20.041	20.859	21.753
1,375.238	1,434.603	1,489.705	1,553.178	1,616.573	1,685.858
35,875.821	37,424.475	38,861.934	40,517.741	42,171.527	43,978.965

Effective April 1, 2001 (2%)

18.100	18.881	19.606	20.442	21.276	22.188
1,402.742	1,463.295	1,519.499	1,584.241	1,648.904	1,719.575
36,593.337	38,172.965	39,639.173	41,328.096	43,014.957	44,858.544

Effective April 1, 2002 (2% plus 0.5% non-compounded)

18.552	19.353	20.097	20.953	21.808	22.743
1,437.811	1,499.877	1,557.487	1,623.847	1,690.127	1,762.564
37,508.171	39,127.789	40,630.152	42,361.299	44,090.331	45,980.007

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

• **Respiratory Therapist**

***All Regions if Applicable**

***Based on 2015 hours per year (7.75 hours per day)**

<u>Step1</u>	<u>Step 2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step</u> <u>10</u>
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Effective April 1, 2000 (2%)

18,564	19,121	19,688	20,277	20,886	21,516
1,438,710	1,481,878	1,525,820	1,571,468	1,618,665	1,667,490
37,531,628	38,657,738	39,804,066	40,994,873	42,226,114	43,499,812

Effective April 1, 2001 (2%)

18,935	19,503	20,082	20,683	21,304	21,946
1,467,484	1,511,515	1,556,336	1,602,897	1,651,038	1,700,840
38,282,260	39,430,893	40,600,148	41,814,770	43,070,636	44,369,808

Effective April 1, 2002
(2% plus 0.5% non-compounded)

19,409	19,991	20,584	21,200	21,836	22,495
1,504,171	1,549,303	1,595,245	1,642,969	1,692,314	1,743,361
39,239,317	40,416,665	41,615,151	42,860,139	44,147,402	45,479,053

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- Home Care Resource Coordinator (Formerly HS1)

***All Regions if Applicable**

***Based on 1885 hours per year (7.25 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step 6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step</u> <u>10</u>
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Effective April 1, 2000 (2%)

15.881	16.386	16.953	17.560	18.147	18.806
1,151.373	1,187.985	1,229.093	1,273.100	1,315.658	1,363.435
30,035.854	30,990.965	32,063.336	33,211.360	34,321.557	35,567.929

Effective April 1, 2001 (2%)

16.199	16.714	17.292	17.911	18.510	19.182
1,174.400	1,211.745	1,253.674	1,298.562	1,341.971	1,390.704
30,636.571	31,610.784	32,704.603	33,875.587	35,007.988	36,279.287

Effective April 1, 2002

(2% plus 0.5% non-compounded)

16.604	17.132	17.724	18.359	18.973	19.662
1,203.760	1,242.038	1,285.016	1,331.026	1,375.520	1,425.471
31,402.486	32,401.054	33,522.218	34,722.477	35,883.188	37,186.270

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- **Resource Coordinator (Will become Home Care Resource Coordinator upon standardization of hours implementation)**

***All Regions if Applicable**

***Based on 1950 hours per year (7.50 hours per day)**

<u>Step 1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step</u> <u>10</u>
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Effective April 1, 2000 (2%)

16.387	16.975	17.544	18.181	18.809	19.494
1,229.025	1,273.125	1,315.800	1,363.575	1,410.675	1,462.050
32,061.575	33,212.012	34,325.275	35,571.581	36,800.279	38,140.498

Effective April 1, 2001 (2%)

16.715	17.315	17.895	18.545	19.185	19.884
1,253.606	1,298.588	1,342.116	1,390.847	1,438.889	1,491.291
32,702.807	33,876.252	35,011.780	36,283.013	37,536.284	38,903.308

Effective April 1, 2002
(2% plus 0.5% non-compounded)

17.133	17.747	18.342	19.008	19.665	20.381
1,284.946	1,331.052	1,375.669	1,425.618	1,474.861	1,528.573
33,520.377	34,723.158	35,887.075	37,190.088	38,474.691	39,875.891

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications,
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- Community Mental Health Worker II (Formerly HS2)
- Home Care Resource Coordinator (Formerly HS2)

*All Regions if Applicable

*Based on 1885 hours per year (7.25 hours per day)

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step8</u>	<u>Step9</u>	<u>St</u>
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Effective April 1, 2000 (2%)

16.953	17.561	18.149	18.808	19.458	20.167
1,229.093	1,273.173	1,315.803	1,363.580	1,410.705	1,462.108
32,063.336	33,213.251	34,325.340	35,571.711	36,801.061	38,141.998

Effective April 1, 2001 (2%)

17.292	17.912	18.512	19.184	19.847	20.570
1,253.674	1,298.636	1,342.119	1,390.852	1,438.919	1,491.350
32,704.603	33,877.516	35,011.847	36,283.146	37,537.083	38,904.838

Effective April 1, 2002

(2% plus 0.5% non-compounded)

17.724	18.360	18.975	19.664	20.343	21.085
1,285.016	1,331.102	1,375.672	1,425.623	1,474.892	1,528.633
33,522.218	34,724.454	35,887.143	37,190.224	38,475.510	39,877.459

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- Home Care Case Coordinator III (Formerly HS3)

***All Regions if Applicable**

***Based on 1885 hours per year (7.25 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step10</u>
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Effective April 1, 2000 (2%)

18.147	18.806	19.455	20.166	20.928	21.700	22.494	23.379		
1,315.658	1,363.435	1,410.488	1,462.035	1,517.280	1,573.250	1,630.815	1,694.978		
34,321.557	35,567.929	36,795.387	38,140.107	39,581.283	41,041.373	42,543.071	44,216.878		

Effective April 1, 2001 (2%)

18.510	19.182	19.844	20.569	21.347	22.134	22.944	23.847		
1,341.971	1,390.704	1,438.697	1,491.276	1,547.626	1,604.715	1,663.431	1,728.877		
35,007.988	36,279.287	37,531.295	38,902.909	40,372.909	41,862.200	43,393.932	45,101.216		

Effective April 1, 2002
(2% plus 0.5% non-compounded)

18.973	19.662	20.340	21.084	21.880	22.687	23.517	24.443		
1,375.520	1,425.471	1,474.665	1,528.558	1,586.316	1,644.883	1,705.017	1,772.099		
35,883.188	37,186.270	38,469.578	39,875.482	41,382.232	42,908.755	44,478.781	46,228.746		

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- Home Care Coordinator IV
- Community Mental Health Worker IV
- Home Care Resource Developer (*Former N.N.I.*)
- WIN Program Coordinator
- Services to Seniors Coordinator
- Regional Palliative Care Coordinator
- Health Educator
- Home Economist II (*Former HE2*)
- DER (*Former HE2*)
- Mental Health Worker
- Home Care Case Coordinator
- Public Health Educator
- Palliative Care Coordinator
- Health Promotion Coordinator
- Mobile Crisis Worker
- Family Residency Program Social Worker (*Former Non-Union*)

*All classifications above were former HS4's except where indicated in italics.

*All Regions if Applicable

*Based on 1885 hours per year (7.25 hours per day)

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step10</u>
<u>Effective April 1, 2000 (2%)</u>									
19,158	19,858	20,538	21,301	22,073	22,887	23,731	24,668	25,615	26,594
1,388,955	1,439,705	1,489,005	1,544,323	1,600,293	1,659,308	1,720,498	1,788,430	1,857,088	1,928,065
36,233,669	37,557,584	38,843,673	40,286,741	41,746,830	43,286,355	44,882,618	46,654,773	48,445,842	50,297,432

<u>Effective April 1, 2001 (2%)</u>									
19,541	20,255	20,949	21,727	22,514	23,345	24,206	25,161	26,127	27,106
1,416,734	1,468,499	1,518,785	1,575,209	1,632,298	1,692,494	1,754,907	1,824,199	1,894,229	1,966,626
36,958,342	38,308,736	39,620,547	41,092,476	42,581,767	44,152,082	45,780,271	47,587,869	49,414,758	51,303,380

Effective April 1, 2002
(2% plus 0.5% non-compounded)

20.030	20.762	21.472	22.270	23.077	23.928	24.811	25.790	26.780	27.804
1,452.152	1,505.212	1,556.755	1,614.589	1,673.106	1,734.806	1,798.780	1,869.804	1,941.805	2,015.792
37,882.301	39,266.454	40,611.061	42,119.788	43,646.311	45,255.884	46,924.777	48,777.566	50,650.127	52,658.65

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A – SALARY SCALES

• **Clinical Dietician**

***All Regions if Applicable**

***Based on 2015 hours per year (7.75 hours per day)**

Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10
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Effective April 1, 2000

19,158	19,858	20,538	21,301	22,073	22,887	23,731	24,668	25,615	26,594
1,484,745	1,538,995	1,591,695	1,650,828	1,710,658	1,773,743	1,839,153	1,911,770	1,985,163	2,061,035
38,732,543	40,147,763	41,522,547	43,065,137	44,625,922	46,271,621	47,977,971	49,872,344	51,786,934	53,762,020

Effective April 1, 2001

19,541	20,255	20,949	21,727	22,514	23,345	24,206	25,161	26,127	27,112
1,514,440	1,569,775	1,623,529	1,683,844	1,744,871	1,809,217	1,875,936	1,950,005	2,024,866	2,102,256
39,507,194	40,950,718	42,352,998	43,926,440	45,518,441	47,197,053	48,937,531	50,869,791	52,822,673	54,841,544

Effective April 1, 2002 (2% plus 0.5% non-compounded)

20,030	20,762	21,472	22,270	23,077	23,928	24,811	25,790	26,780	27,804
1,552,301	1,609,019	1,664,117	1,725,940	1,788,492	1,854,448	1,922,834	1,998,756	2,075,487	2,154,812

40,494.874 41,974.486 43,411.823 45,024.601 46,656.402 48,376.979 50,160.969 52,141.536 54,143.240 56,
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- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- Social Worker
- Palliative Care Coordinator

*All Regions if Applicable

*Based on 2015 hours per year (7.75 hours per day)

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>ep</u> <u>10</u>
17.922	18.576	19.212	19.926	20.648	21.410	22.199	23.076	23.962	24. 87
1,388.955	1,439.640	1,488.930	1,544.265	1,600.220	1,659.275	1,720.423	1,788.390	1,857.055	1,9 28. 04 5
36,233.669	37,555.889	38,841.717	40,285.241	41,744.939	43,285.507	44,880.662	46,653.730	48,444.994	50, 29 6.9 10

Effective April 1, 2001 (2%)

18.280	18.948	19.596	20.325	21.061	21.838	22.643	23.538	24.441	25. 37 6
1,416.734	1,468.433	1,518.709	1,575.150	1,632.224	1,692.461	1,754.831	1,824.158	1,894.196	1,9 66. 60 6
36,958.342	38,307.006	39,618.551	41,090.946	42,579.838	44,151.217	45,778.275	47,586.805	49,413.894	51, 30 2.8 48

Effective April 1, 2002
(2% plus 0.5% non-compounded)

18.737	19.421	20.086	20.833	21.587	22.384	23.209	24.126	25.052	26.010
1,452.152	1,505.144	1,556.676	1,614.529	1,673.030	1,734.772	1,798.702	1,869.762	1,941.551	2,015.771
37,882.301	39,264.682	40,609.015	42,118.220	43,644.334	45,254.997	46,922.732	48,776.475	50,649.241	52,581.19

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- Social Worker
- Case Coordinator
- Health Educator
- Psychogeriatric Team Worker

***All Regions if Applicable**

***Based on 1950 hours per year (7.50 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step10</u>
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Effective April 1, 2000 (2%)

18,519	19,196	19,853	20,591	21,337	22,12	22,94	23,86	24,761	25,708
1,388,925	1,439,700	1,488,975	1,544,325	1,600,275	1,659,300	1,720,500	1,788,450	1,857,075	1,928,100
36,232,886	37,557,454	38,842,891	40,286,806	41,746,374	43,286,159	44,882,684	46,655,295	48,445,516	50,298,345

Effective April 1, 2001 (2%)

18,889	19,580	20,250	21,003	21,764	22,566	23,399	24,323	25,256	26,222
1,416,704	1,468,494	1,518,755	1,575,212	1,632,281	1,692,486	1,754,910	1,824,219	1,894,217	1,966,662
36,957,544	38,308,603	39,619,749	41,092,542	42,581,301	44,151,882	45,780,337	47,588,401	49,414,426	51,304,312

Effective April 1, 2002
(2% plus 0.5% non-compounded)

19.362	20.069	20.756	21.528	22.308	23.131	23.984	24.931	25.888	26.878
1,452.121	1,505.206	1,556.723	1,614.592	1,673.088	1,734.798	1,798.783	1,869.824	1,941.572	2,015.829
37,885.179	39,270.149	40,614.204	42,123.965	43,650.092	45,260.095	46,929.424	48,782.870	50,654.728	52,659.500

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment **and** retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- Case Coordinator/Discharge Planner
- Mental Health Resource Developer
- Community Mental Health Worker

***All Regions if Applicable**

***Based on 2080 hours per year (8 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>St</u>
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Effective April 1, 2000 (2%)

17.362	17.996	18.613	19.304	20.004	20.741	21.506	22.355	23.214	24.101
1,388.960	1,439.680	1,489.040	1,544.320	1,600.320	1,659.280	1,728.480	1,788.400	1,857.120	1,928.080
36,233.800	37,556.932	38,844.586	40,286.676	41,747.548	43,285.637	44,882.162	46,653.991	48,446.689	50,297.823

Effective April 1, 2001 (2%)

17.709	18.356	18.985	19.690	20.404	21.156	21.936	22.802	23.678	24.583
1,416.739	1,468.474	1,518.821	1,575.206	1,632.326	1,692.466	1,754.890	1,824.168	1,894.262	1,966.642
36,958.476	38,308.071	39,621.478	41,092.409	42,582.499	44,151.350	45,779.805	47,587.071	49,415.623	51,303.792

Effective April 1, 2002
(2% plus 0.5% non-compounded)

18.152	18.815	19.460	20.182	20.914	21.685	22.485	23.372	24.270	25.198
1,452.158	1,505.185	1,556.791	1,614.587	1,673.135	1,734.777	1,798.762	1,869.772	1,941.619	2,015.808
37,882.437	39,265.773	40,612.015	42,119.720	43,647.061	45,255.134	46,294.300	48,776.747	50,651.014	52,586.374

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

• **Pharmacy Technician**

***All Regions if Applicable**

***Based on 2015 hours per year (7.75 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step10</u>
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Effective April 1, 2000 (2%)

12.929	13.139	13.349	13.554	13.700
1,001.998	1,018.273	1,034.548	1,050.435	1,061.750
26,139.109	26,563.675	26,988.241	27,402.698	27,697.872

Effective April 1, 2001 (2%)

13.188	13.402	13.616	13.825	13.974
1,022.037	1,038.638	1,055.238	1,071.444	1,082.985
26,661.891	27,094.948	27,528.005	27,950.752	28,251.830

Effective April 1, 2002

(2% plus 0.5% non-compounded)

13.517	13.737	13.956	14.171	14.323
1,047.588	1,064.604	1,081.619	1,098.230	1,110.060
27,328.438	27,772.322	28,216.206	28,649.521	28,958.125

- ◆ The rates include a 2% increase for all classificationseffective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardizationof wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classificationsbut not the annual salary.

SCHEDULE A - SALARY SCALES

• **Pharmacy Technician**

***All Regions if Applicable**

***Based on 1950 hours per year (7.50 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step</u> <u>10</u>
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Effective April 1, 2000 (2%)

13.360	13.577	13.794	14.006	14.157
1,002.000	1,018.275	1,034.550	1,050.450	1,061.775
26,139.174	26,563.740	26,988.306	27,403.089	27,698.524

Effective April 1, 2001 (2%)

13.627	13.849	14.070	14.286	14.440
1,022.040	1,038.641	1,055.241	1,071.459	1,083.011
26,661.957	27,095.015	27,528.072	27,951.151	28,252.495

Effective April 1, 2002
(2% plus 0.5% non-compounded)

13.968	14.195	14.422	14.643	14.801
1,047.591	1,064.607	1,081.622	1,098.245	1,110.086
27,328.506	27,772.390	28,216.274	28,649.930	28,958.807

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

• **Pharmacy Technician**

***All Regions if Applicable**

***Based on 1885 hours per year (7.25 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step10</u>
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Effective April 1, 2000 (2%)

13.821	14.045	14.270	14.489	14.645
1,002.023	1,018.263	1,034.575	1,050.453	1,061.763
26,139.761	26,563.414	26,988.958	27,403.154	27,698.198

Effective April 1, 2001 (2%)

14.097	14.326	14.555	14.779	14.938
1,022.063	1,038.628	1,055.267	1,071.462	1,082.998
26,662.556	27,094.682	27,528.737	27,951.217	28,252.162

Effective April 1, 2002
(2% plus 0.5% non-compounded)

14.450	14.684	14.919	15.148	15.311
1,047.615	1,064.593	1,081.648	1,098.248	1,110.073
27,329.120	27,772.049	28,216.956	28,649.998	28,958.466

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- Audiologist
- Speech Language Therapist

***All Regions if Applicable**

***Based on 1885 hours per year (7.25 hours per day)**

Step1 Step2 Step3 Step4 Step5 Step6 Step7 Step8 Step9 St

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Effective April 1, 2000 (2%)

22.073	23.000	23.885	24.771	25.718	26.750	27.790
1,600.293	1,667.500	1,731.663	1,795.898	1,864.555	1,939.375	2,014.775
41,746.830	43,500.073	45,173.880	46,849.578	48,640.646	50,592.476	52,559.435

Effective April 1, 2001 (2%)

22.514	23.460	24.363	25.266	26.232	27.285	28.346
1,632.298	1,700.850	1,766.296	1,831.815	1,901.846	1,978.163	2,055.071
42,581.767	44,370.074	46,077.357	47,786.570	49,613.459	51,604.325	53,610.624

Effective April 1, 2002
(2% plus 0.5% non-compounded)

23.077	24.047	24.972	25.898	26.888	27.967	29.054
1,673.106	1,743.371	1,810.453	1,877.611	1,949.392	2,027.617	2,106.447
43,646.311	45,479.326	47,229.291	48,981.234	50,853.796	52,894.433	54,950.890

- ◆ The rates include a 2% increase for all classificationseffective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in **an** amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual

salary.

SCHEDULE A - SALARY SCALES

• **Speech Language Pathologist**

All Regions if Applicable

***Based on 1950 hours per year (7.50 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step 6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>St ep 10</u>
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Effective April 1, 2000 (2%)

21.337	22.233	23.089	23.945	24.861	25.858	26.864			
1,600.275	1,667.475	1,731.675	1,795.875	1,864.575	1,939.350	2,014.800			
41,746.374	43,499.420	45,174.206	46,848.991	48,641.168	50,591.823	52,560.088			

Effective April 1, 2001 (2%)

21.764	22.678	23.551	24.424	25.358	26.375	27.401			
1,632.281	1,700.825	1,766.309	1,831.793	1,901.867	1,978.137	2,055.096			
42,581.301	44,369.409	46,077.690	47,785.971	49,613.991	51,603.660	53,611.289			

Effective April 1, 2002
(2% plus 0.5% non-compounded)

22.308	23.245	24.140	25.034	25.992	27.035	28.086			
1,673.088	1,743.345	1,810.466	1,877.587	1,949.413	2,027.590	2,106.473			
43,645.834	45,478.644	47,229.632	48,980.620	50,854.341	52,893.751	54,951.572			

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- **Speech Language Pathologist**

***All Regions if Applicable**

***Based on 2015 hours per year (7.75 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step10</u>
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Effective April 1, 2000 (2%)

20.649	21.516	22.344	23.173	24.059	25.024	25.997
1,600.298	1,667.490	1,731.660	1,795.908	1,864.573	1,939.360	2,014.768
41,746.961	43,499.812	45,173.814	46,849.839	48,641.103	50,592.084	52,559.240

Effective April 1, 2001 (2%)

21.062	21.946	22.791	23.636	24.540	25.524	26.517
1,632.303	1,700.840	1,766.293	1,831.826	1,901.864	1,978.147	2,055.063
42,581.900	44,369.808	46,077.291	47,786.836	49,613.925	51,603.926	53,610.425

Effective April 1, 2002

(2% plus 0.5% non-compounded)

21.589	22.495	23.361	24.227	25.154	26.163	27.180
1,673.111	1,743.361	1,810.451	1,877.621	1,949.411	2,027.601	2,106.439
43,646.448	45,479.053	47,229.223	48,981.507	50,854.273	52,894.024	54,950.685

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- **Physiotherapist**
- **Occupational Therapist**

***All Regions if Applicable**

***Based on 1950 hours per year (7.50 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>St</u>
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Effective April 1, 2000 (2%)

18.511	19.155	19.798	20.442	21.085	21.729	22.374
1,388.325	1,436.625	1,484.850	1,533.150	1,581.375	1,629.675	1,678.050
36,217.234	37,477.236	38,735.282	39,995.284	41,253.330	42,513.332	43,775.290

Effective April 1, 2001 (2%)

18.881	19.538	20.194	20.851	21.507	22.164	22.821
1,416.092	1,465.358	1,514.547	1,563.813	1,613.003	1,662.269	1,711.611
36,941.579	38,226.781	39,509.988	40,795.190	42,078.396	43,363.598	44,650.796

Effective April 1, 2002
(2% plus 0.5% non-compounded)

19.353	20.027	20.699	21.372	22.044	22.718	23.392
1,451.494	1,501.991	1,552.411	1,602.908	1,653.328	1,703.825	1,754.401
37,865.118	39,182.451	40,497.737	41,815.069	43,130.356	44,447.688	45,767.066

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in **an** amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual

salary.

SCHEDULE A - SALARY SCALES

- **Physiotherapist**
- **Occupational Therapist**

All Regions if Applicable

***Based on 2015 hours per year (7.75 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step</u> <u>10</u>
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Effective April 1, 2000 (2%)

17.914	18.537	19.159	19.783	20.405	21.028	21.652
1,388.335	1,436.618	1,484.823	1,533.183	1,581.388	1,629.670	1,678.030
36,217.495	37,477.041	38,734.565	39,996.132	41,253.656	42,513.201	43,774.769

Effective April 1, 2001 (2%)

18.272	18.908	19.542	20.179	20.813	21.449	22.085
1,416.102	1,465.350	1,514.519	1,563.846	1,613.015	1,662.263	1,711.591
36,941.845	38,226.582	39,509.256	40,796.055	42,078.729	43,363.465	44,650.264

Effective April 1, 2002
(2% plus 0.5% non-compounded)

18.729	19.380	20.031	20.683	21.333	21.985	22.637
1,451.504	1,501.984	1,552.382	1,602.942	1,653.341	1,703.820	1,754.380
37,865.391	39,182.246	40,496.987	41,815.956	43,130.697	44,447.552	45,766.521

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
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- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
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salary.

SCHEDULE A - SALARY SCALES

- **Psychologist**

***All Regions if Applicable**

***Based on 1885 hours per year (7.25 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step 4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step</u> <u>10</u>
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Effective April 1, 2000 (2%)

25.163	26.090	27.099	28.182	29.283	30.489	31.765			
1,824.318	1,891.525	1,964.678	2,043.195	2,123.018	2,210.453	2,302.963			
47,590.971	49,344.213	51,252.542	53,300.828	55,383.158	57,664.074	60,077.383			

Effective April 1, 2001 (2%)

25.666	26.612	27.641	28.746	29.869	31.099	32.400			
1,860.804	1,929.356	2,003.971	2,084.059	2,165.478	2,254.662	2,349.022			
48,542.790	50,331.097	52,277.593	54,366.845	56,490.821	58,817.356	61,278.930			

Effective April 1, 2002
(2% plus 0.5% non-compounded)

26.308	27.277	28.332	29.464	30.615	31.876	33.210			
1,907.324	1,977.589	2,054.070	2,136.160	2,219.615	2,311.028	2,407.747			
49,756.360	51,589.374	53,584.533	55,726.016	57,903.091	60,287.790	62,810.904			

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
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SCHEDULE A - SALARY SCALES

• **Pharmacist**

***All Regions if Applicable**

***Based on 1885 hours per year (7.25 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step</u> <u>10</u>
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Effective April 1, 2000 (2%)

24.942	25.694	26.470	27.256	28.076	28.918
1,808.295	1,862.815	1,919.075	1,976.060	2,035.510	2,096.555
47,172.992	48,595.255	50,062.910	51,549.477	53,100.349	54,692.830

Effective April 1, 2001 (2%)

25.441	26.208	26.999	27.801	28.638	29.496
1,844.461	1,900.071	1,957.457	2,015.581	2,076.220	2,138.486
48,116.451	49,567.160	51,064.168	52,580.467	54,162.356	55,786.687

Effective April 1, 2002
(2% plus 0.5% non-compounded)

26.077	26.863	27.674	28.496	29.358	30.234
1,890.572	1,947.573	2,006.393	2,065.971	2,128.126	2,191.948
49,319.363	50,806.339	52,340.772	53,894.978	55,516.415	57,181.354

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in **an** amended salary scale to follow once negotiated.
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SCHEDULE A - SALARY SCALES

- Pharmacist

***All Regions if Applicable**

***Based on 1950 hours per year (7.50 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step</u> <u>10</u>
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Effective April 1, 2000 (2%)

24.111	24.838	25.588	26.347	27.140	27.954
1,808.325	1,862.850	1,919.100	1,976.025	2,035.500	2,096.550
47,173.774	48,596.168	50,063.562	51,548.564	53,100.089	54,692.700

Effective April 1, 2001 (2%)

24.593	25.335	26.100	26.874	27.683	28.513
1,844.492	1,900.107	1,957.482	2,015.546	2,076.210	2,138.481
48,117.250	49,568.091	51,064.833	52,579.535	54,162.090	55,786.554

Effective April 1, 2002
(2% plus 0.5% non-compounded)

25.208	25.968	26.752	27.546	28.375	29.226
1,890.604	1,947.610	2,006.419	2,065.934	2,128.115	2, 91.943
49,320.181	50,807.294	52,341.454	53,894.024	55,516.143	57, 81.218

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in **an** amended salary scale to follow once negotiated.
- ◆ Rates do not reflect the standardization of hours, however, this process will take place in the new year which in turn will change the rate of pay for some classifications but not the annual salary.

SCHEDULE A - SALARY SCALES

- Pharmacist

***All Regions if Applicable**

***Based on 2015 hours per year (7.75 hours per day)**

<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step10</u>
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Effective April 1, 2000 (2%)

23.333	24.037	24.763	25.497	26.265	27.052
1,808.308	1,862.868	1,919.133	1,976.018	2,035.538	2,096.530
47,173.318	48,596.624	50,064.410	51,548.369	53,101.067	54,692.178

Effective April 1, 2001 (2%)

23.800	24.518	25.258	26.007	26.790	27.593
1,844.474	1,900.125	1,957.515	2,015.538	2,076.248	2,138.461
48,116.784	49,568.557	51,065.698	52,579.336	54,163.088	55,786.022

Effective April 1, 2002
(2% plus 0.5% non-compounded)

24.395	25.131	25.890	26.657	27.460	28.283
1,890.585	1,947.628	2,006.453	2,065.926	2,128.154	2,192.922
49,319.704	50,807.771	52,342.340	53,893.819	55,517.165	57,180.672

- ◆ The rates include a 2% increase for all classifications effective April 1, 2000, April 1 2001, April 1, 2002 and a 0.5% non-compounded increase April 1, 2002.
- ◆ The rates reflect standardization of wages only for eligible classifications.
- ◆ The rates do not include the recruitment and retention adjustment for eligible classifications. Those adjusted rates will be shown in an amended salary scale to follow once negotiated.
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SCHEDULE A - SALARY SCALES

- **Ambulance Attendants (E.M.S.)**

Classifications for Ambulance Personnel (E.M.S.) and the new salary scales will follow in a separate addendum to the Agreement, upon completion of those negotiations.

MEMORANDUM OF AGREEMENT NO. 1

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION –
PROFESSIONAL/TECHNICAL**

RE: SENIORITY DETERMINATION

For the purposes of creating an initial seniority list to be calculated as soon as reasonably possible following the conclusion of the Collective Agreement the following will apply:

1. Seniority will be credited for all continuous past service with the Employer regardless of previous union affiliation or non-affiliation.
2. The new seniority list, once created, shall be submitted to the Union and shall be posted within each site for a period of thirty (30) calendar days. An employee and/or the Union, during this thirty (30) calendar day period, may present proof of error to the Employer. Alleged errors will be investigated by the Employer and corrected if verified. Unless otherwise mutually agreed this shall be the official seniority list until the subsequent seniority list as provided in accordance with Article 6.

Non-unionized employees employed by the Employer at the date of ratification of this Agreement will be recognized for the seniority of service with the Employer when they enter the bargaining unit.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 2

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION -
PROFESSIONAL/TECHNICAL**

**RE: PART-TIME EMPLOYEES CURRENTLY OCCUPYING MORE THAN ONE
POSITION WITHIN THE SITES COMPRISING THE REGIONAL HEALTH
AUTHORITY**

The parties agree that for the purposes of implementing the transition from multiple employer status to that of a regional bargaining unit, the following provisions will apply to employees within this bargaining unit who currently occupy more than one position within the sites comprising the Regional Health Authority:

- (a) Within 30 days following the date of the signing of this Agreement, the sum of the Equivalent Full-Time (EFT) of all positions held will be calculated to determine whether the total exceeds 1.0 EFT.
- (b) If this sum exceeds 1.0 EFT, it is agreed that within 14 days following such calculation, the employee will forfeit one of the positions currently held, unless at the sole discretion of the Employer, one or more of the positions can be reduced to result in a sum of 1.0 EFT being held.
- (c) It is agreed that during this transition period and thereafter, the provisions of Article 32 (NEW) will apply.

For the Union

For the Employer

Date

MEMORANDUM OF UNDERSTANDING NO. 3

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION –
PROFESSIONAL/TECHNICAL**

RE: ESTABLISHMENT OF AN EMPLOYEE ASSISTANCE PROGRAM

The Employer and the Union share a mutual concern and responsibility for the health and well being of employees.

Pursuant to discussions that have occurred between the Employer representatives and the Bargaining Agents representing health care employees, the parties are committed to jointly pursuing the establishment of an Employee Assistance program for the rural regions contingent upon the attainment of requisite funding.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 4

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION –
PROFESSIONAL/TECHNICAL**

RE: HOURS OF WORK – SHIFT PATTERNS

In consideration of the changes to the "Hours of Work" language in this first Regional Healthcare Collective Agreement, it is not the intention of the Employer to make changes to existing shift patterns upon ratification of this Agreement. (Includes split shifts)

Should it become necessary to make alternations to shift patterns in the future, it shall be done in accordance with Article 7.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 5

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION –
PROFESSIONAL/TECHNICAL**

RE: JOINT RECRUITMENT AND RETENTION TASK FORCE/FUND

The parties agree to establish a provincial Joint Recruitment & Retention Task Force, the purpose of which shall be to develop and implement rate adjustments arising out of demonstrable recruitment and retention patterns, reflecting the following:

- Reasonable inter-provincial comparisons.
- Reasonable external market comparisons.

Membership on the task force will consist of equal representation of the Employers and the Union, the number of which shall be determined by mutual agreement.

The Joint Task Force shall meet within thirty (30) days of ratification, and shall meet as frequently as necessary by mutual agreement thereafter. Other persons may be invited to participate as mutually agreed.

A "Joint Recruitment & Retention Fund" in the amount of three hundred and twenty thousand \$320,000.00 will be allocated September 1, 2000, with retroactive wage adjustments to April 1, 2000 unless otherwise agreed by the Task Force;

A further two hundred and sixty thousand \$260,000.00 will be available for allocation effective April 1, 2002. Any adjustments will be effective at mutually agreeable dates as decided by the Joint Task Force, but not prior to April 1, 2002.

It is recognized and agreed by the parties that:

- (i) The Joint Task Force shall establish which occupational classifications shall receive rate adjustments, based on recruitment and retention data provided by the Employers to the Task Force;

- (ii) Where the parties are unable to establish a mutually agreeable rate adjustment to an occupational classification, the parties will appoint an adjudicator to determine the appropriate adjustment. The adjudicator's ruling shall not exceed the financial capability of the Joint Recruitment & Retention Fund. The ruling of the adjudicator shall be final and binding on all parties;
- (iii) Where the parties are unable to agree to a date for implementation of any rate adjustments, the parties will appoint an adjudicator to determine the appropriate date. The adjudicator's ruling shall not exceed the financial capability of the Joint Recruitment & Retention Adjustment Fund. The ruling of the adjudicator shall be final and binding on the parties.
- (iv) Mr. Wally Fox-Decent has been appointed by the parties to act as adjudicator and has accepted this appointment.

Costs associated with this **Task** Force will be borne as follows:

- (a) Employees will not suffer a loss of pay or benefits as a result of Joint Task Force participation;
- (b) Each party shall be responsible for its own incurred expenses;
- (c) Expenses and fees of the adjudicator shall be cost shared between the parties.

These costs will not be charged against the Joint Recruitment & Retention Fund.

Matters contained in this Letter of Agreement shall not be subject to the grievance and arbitration procedure except for the appointment of an Adjudicator if the parties are unable to select a list of Adjudicators.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 6

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION -
PROFESSIONAL/TECHNICAL**

RE: JOINT WAGE STANDARDIZATION COMMITTEE/FUND

The parties agree to establish a provincial Joint Wage Standardization Committee Fund in the amount of \$200,000 with two (2) representatives from the Union and two (2) representatives from the Employer. The purpose of the committee shall be to address the anomalies related to the standardization of wages which remain after the date of signing of the Memorandum of Settlement.

The Joint Committee shall meet and resolve any anomalies within thirty days (30) of ratification.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 7

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION -
PROFESSIONAL/TECHNICAL**

RE: EMERGENCY MEDICAL SERVICES

The parties agree to form an equal representation joint committee of a maximum of two (2) persons each per Region to address the unique issues relative to the Ambulance Services **work** environment, including but not limited to the following:

- terms and conditions of employment
- uniform/protective clothing etc.
- length of time on call
- office space
- continuing education/re-certification process

The purpose of the committee will be to consult and negotiate the development of policies and proposals respecting the above.

The Union and the Employer will be referring its concerns respecting the above noted issues to this committee. The committee will report back to the parties within six (6) months of the date of the committee commencing to meet, for further negotiation of the specific provisions and language to be contained in a Memorandum of Agreement.

The committee will commence to meet within **(30)** thirty days of the ratification of this agreement, unless otherwise mutually agreed.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 8

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION –
PROFESSIONAL/TECHNICAL**

RE: VOLUNTARY TRANSFERS TO VACANCIES

As vacancies arise that any of the Regional Health Authorities intend to fill the following procedures will apply:

- Vacancies will be filled in accordance with the Collective Agreement.
- Regional and Inter-Regional postings may occur simultaneously. Employees from other Regional Health Authorities will have the right to apply for the vacancy.
- After filling the vacancy in accordance with the Collective Agreement, the selected employee will be entitled to consideration of transfer of all seniority, service, benefits and benefit accrual rates, and will be treated in accordance with the Memorandum of Agreement Re: Transfer of Service/Mergers/Amalgamation/Consolidation (#3).

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 9

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE, AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION -
PROFESSIONAL/TECHNICAL**

RE: MANITOBA HEALTH PREMIUMS

It is agreed that if Manitoba health premiums are introduced during the life of this Agreement, the parties will meet to discuss and decide on equitable sharing of the costs of the premiums.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 10

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION -
PROFESSIONAL/TECHNICAL**

**RE: AMNESTY FROM PROVINCIAL WAGEMOURS OF WORK REDUCTION
LEGISLATION**

The Employer will not exercise any right it may receive through legislation which enables the Employer to unilaterally reduce the wages specified in the Collective Agreement or the hours of work specified in the Collective Agreement during the life of this Collective Agreement.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 11

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION –
PROFESSIONAL/TECHNICAL**

RE: REDEPLOYMENT PRINCIPLES

1. Purpose:

- 1.1 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Agreement.
- 1.2 It is agreed by the parties that this Letter of Agreement shall work in concert with the provisions of the applicable Collective Agreements of the Unions involved and shall be supplementary to same.
- 1.3 All terms and conditions of Collective Agreements and personal policies and procedures of the receiving site shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Agreement.
- 1.4 This Letter of Agreement governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned Unions and Employers.
- 1.5 For the purposes of this Letter of Agreement "receiving agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the "sending agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.6 All particulars of job opportunities at receiving sites will be made available to the Unions as they become known to the above-mentioned Employers.

- 1.7 "Central Redeployment List" means a list of employees who have been laid-off from a participating Employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating Employer, as set out in 4.02 herein.

Manitoba Council of Health Care Unions (MCHCU) will be provided with a copy of the Central Redeployment List, with an updated list provided on a continuing basis.

- 1.8 "Provincial Health Care Labour Adjustment Committee" (hereinafter referred to as the "Committee") refers to the committee established by an agreement commencing January 20, 1993 between the Government of Canada, the Government of Manitoba, Labour Relations Secretariat, and Manitoba Council of Health Care Unions.

2. Seniority

- 2.1 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.
- 2.2 Employees without a Collective Agreement shall not have seniority rights.
- 2.3 Transfer of Seniority - The affected Employer(s) and affected Union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

3. Trial Period

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

4. New and Vacant Positions:

- 4.1 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise mutually agreed between affected Employers and affected bargaining units/Unions.
- 4.2 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving site within a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Redeployment List.

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

The following provisions shall apply in filling the vacancy:

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

5. Transfer of Service/Merger/Amalgamation:

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

6. Portability of Benefits:

The following benefits are portable:

- 6.1 Accumulated income protection benefits/sick leave credits.
- 6.2 Length of employment applicable to rate at which vacation is earned.

- 6.3 Length of employment applicable to pre-retirement leave limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.4 Length of employment for the purpose of qualifying to join benefit plans, e.g. two (2) year pension requirement.
- 6.5 Benefits - **An** incoming employee is subject to the terms and conditions of the receiving sites benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
- 6.6 Salary Treatments –
 - (a) If range is identical, then placed step-on-step;
 - (b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of lay-off.
- 6.7 Upon hire of an employee from the Central Redeployment List, the receiving Employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending Employer under this Letter of Agreement.

7. Other Conditions:

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

8. Training

- 8.1 The parties agree that provisions for training will be dealt with by the Committee.

9. Admission of New Members:

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

10. Acceptance of Letter of Agreement:

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

11. Duration:

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

12. Amendments:

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

13. Appeal Panel:

13:01 Should a dispute(s) arise between a participating Union(s) and a participating Employer(s) regarding the application, interpretation or alleged violation of this Letter of Agreement; the parties concerned shall meet and attempt to resolve the dispute(s) through discussion.

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

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

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

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

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

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

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

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

Re: Casual Seniority

Previous experience of casuals will be considered in terms of applicability to the position applied for and provided equivalent qualifications are met, preferential consideration shall be given to the casuals who are on the casual roster as of this date, or who are currently occupying a term position and will be returning to the casual roster upon the expiry of the term, over applicants from the Central Redeployment List.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 12

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION –
PROFESSIONAL/TECHNICAL**

**RE: EDUCATIONAL DEFERRED SALARY LEAVE PLAN (HEREINAFTER
REFERRED TO AS EDSLPL)**

The parties hereto agree that the following conditions shall apply to the implementation and operation of the EDSLPL:

1. That the EDSLPL will be reviewed thirty (30) months from its implementation date and every twenty-four (24) months thereafter by the Employer and the Union.
2. That the EDSLPL shall be self-sustaining and the Employer shall not incur any costs whatsoever as a result of participating in the Plan.
3. That the EDSLPL must comply in all respects with all Revenue Canada guidelines.
4. That the Union shall save the Employer harmless from any claims whatsoever from any participants enrolled in the EDSLPL which might result from the non-remittance of monies collected in accordance with the Plan nor from any shortfall in the funds from time to time required to be paid to any of the participants in the Plan. It is agreed that remittance of all monies to the Plan, in Trust, is to be forwarded immediately following each payday to the carrier of the Plan in Trust.

Terms of Reference of the EDSLPL

Eligibility: Any employee, excluding casual employees, covered by the Collective Agreement between the Employer and the Union may apply for participation in the EDSLPL following completion of the employee's probationary period as outlined in the Collective Agreement. It is expressly understood that participation in the EDSLPL does not constitute a commitment being made by the Employer regarding future approval of a leave of absence.

The Plan: The EDSLPL is implemented for the sole purpose of providing a method of

remuneration to Plan participants during formal educational leaves of absence (LOAs) for periods in excess of six (6) months.

Contribution/Enrolment Form:

- (a) On filling out the enrolment form for membership, the Participant shall indicate the amount of the participant's earnings which is to be deferred and remitted by the Employer to the Plan, in Trust. The amount shall not be less than five (5) percent and not more than thirty (30) percent of gross regular earnings as at the time of application. The biweekly amount shall be rounded to the next higher dollar.
- (b) The amount to be deferred in Trust may be changed once annually (date to be determined by the Employer).
- (c) The participant shall indicate on the enrolment form the date when it is anticipated that the participant will be requesting a leave of absence in accordance with the terms of reference of the Plan.
- (d) The participant shall keep the Employer informed on an ongoing basis as to her plans in regard to the educational program in order to assist the Employer in attempting to make arrangements for her potential absence.

Leave of Absence

- (a) It is agreed between the Employer and the Union that, for the purpose of the EDSLPP, the provisions of the Collective Agreement regarding application for leaves of absence exception that the employee shall make application for the LOA at least two (2) months prior to the first date of the participant's requested LOA.
- (b) Requests for LOA under the EDSLPP shall include a description of the course of studies to be pursued, the duration of the program and the name of the institution offering the program.
- (c) Each request for a LOA under the EDSLPP will be reviewed on an individual basis and shall not be unreasonably denied.
- (d) In the event that more than one participant applies for a LOA under the EDSLPP for part of or all of the same period of time and where only one participant's requested leave can be granted seniority as defined in the Collective Agreement shall be the governing factor in determining which participant's LOA shall be granted.
- (e) A participant having received approval for a LOA and who voluntarily transfers or is promoted to another position, may have the leave honoured depending on the operational

requirements of the new work area.

In the event that the participant's educational leave results in her being qualified to work in another classification covered by the Collective Agreement, it is understood that the participant will be placed in such classification only after being the successful applicant for a posted vacant position within that classification.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 13

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION -
PROFESSIONAL/TECHNICAL**

RE: PENSION PLAN (HEPP)

Applicable to employees currently covered by HEPP/HEBP and new employees hired after payroll transfer date for their RHA.

- (a) The parties agree to participate in the Health Care Employees' Pension Plan - Manitoba (HEPP) in accordance with its terms and conditions including an established contributions rate as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.
- (b) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.
- (c) In the event that the contributions required by the HEPP Plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine **an** appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 14

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION -
PROFESSIONAL/TECHNICAL
EMPLOYEES' UNION**

RE: EMPLOYMENT SECURITY

The Employer is concerned with its employees' employment security, and the Union is concerned with its members' employment security, and within the Province of Manitoba health care reform continues to be explored, and there may be a need to examine the delivery of health care within the site, and there may be a need to examine the current complement of employees covered by the provisions of the Collective Agreement.

1. It will be incumbent upon the Employer to notify the Union in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of employees covered by the provisions of this Collective Agreement.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Union no later than twenty (20) days after the above.
3. The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, the Employer will make every possible effort to reassign the employee(s) affected to an equivalent position within the site. The Layoff and Recall provisions of the Collective Agreement will apply where reassignment is not possible.

6. In the event of #5 above occurring or in the event of the closure of a site, and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding **for** retraining and redeployment of employees.

7. The Employer will also cooperate with other sites, with R.H.A., and/or the Government **of** Manitoba, to participate in the establishment **of** a broader redeployment and retraining effort.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 15

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION -
PROFESSIONAL/TECHNICAL**

RE: GROUP BENEFIT PLANS

Applicable to employees currently covered by HEPP/HEBP and new employees hired after payroll transfer date for their RHA.

The Employer (on behalf of those newly employed, or previously participating in the former benefit plans, or any others who may subsequently join the plans through the Collective Bargaining process) and the Union agree to participate in the Jointly Trusteed Benefit Plans in accordance with the Benefit Trust document established between the parties in 1998. This agreement shall be in accordance with the Collective Agreement, and in accordance with the Trust agreement and the plan texts established by the Board of Trustees of the Healthcare Employees' Benefits Board (HEBB). This shall include the Group Dental Plan, the Group Life Plan, Group Extended Health Plan. The newly Jointly Trusteed Plans shall be successor to the former M.H.O. Plans.

The parties agree that the plans' assets, liabilities and surplus will be transferred to the new Trust. The contribution rates schedule are indicated in the Collective Agreement of plan text and may only be amended by a process outlined in the Trust or through collective bargaining.

For the Union

For the Employer

Date

MEMORANDUM OF AGREEMENT NO. 16

BETWEEN

**THE REGIONAL HEALTH AUTHORITIES OF CENTRAL, SOUTH WESTMAN,
PARKLAND, INTERLAKE, MARQUETTE AND NORTH EASTMAN**

AND

**THE MANITOBA GOVERNMENT EMPLOYEES' UNION –
PROFESSIONAL/TECHNICAL**

RE: IMPACT OF HOURS OF WORK REDUCTIONS OF PENSION PLAN

Employees currently covered by HEPP and new employees hired after payroll transfer date for their R.H.A.

Whereas the Collective Agreement calls for a reduction in the paid hours of work from November 15, 1996 to April 29, 1999.

And whereas, the parties hereby agree that no employee's pension benefit shall be negatively impacted as a result of these reduced hours of work;

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

For the Union

For the Employer

Date

**MEMORANDUM OF AGREEMENT
SUPPLEMENTARY TO
THE COLLECTIVE AGREEMENT
BETWEEN
INTERLAKE REGIONAL HEALTH AUTHORITY
AND
THE MANITOBA GOVERNMENT EMPLOYEES' UNION**

**Applicable to Medical Technologists in Laboratory and Radiology employed at the Selkirk
& District General Hospital**

The parties agree that where there exists a need for seven (7) day a week shift coverage, the following scheduling provisions shall apply:

1. Shift schedules for a minimum of four (4) week period shall be posted at least two (2) Weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the employee(s) concerned and the employer. Requests for specific days off duty shall be submitted in writing at least two (2) weeks prior to posting. Requests for interchanges of posted shifts shall be made between the employees with the approval of Management.
2. Shift patterns shall be planned by the Employer in consultation with employee(s) concerned and shall unless otherwise mutually agreed between the employee(s) concerned and the Employer observe the conditions listed hereinafter:
 - i) A maximum of seven (7) consecutive days of work.
 - ii) A minimum of two (2) consecutive days off except where operational requirements do not permit. This **does** not preclude the employee to make alternative arrangement with the approval of the employer.
 - iii) Alternate weekends off shall be granted except where operational requirement do not permit, with each employee receiving a minimum of every third weekend off.
 - iv) Weekend shifts will be divided as equitably as possible among employees.
3. Either party may terminate the terms of this memorandum of understanding on at least thirty (30) day. written notice.

Signed this 13th day of April 1, 2000.

For the Employer

For the Union

For the Employer

For the Union

Letter of Understanding

Between

**The Regional Health Authorities of Central, South Westman, Parkland,
Interlake, Marquette and North Eastman**

And

**The Manitoba Government Employees' Union –
Professional/Technical**

RE: Appendix "C"

The Employer and the Union agree that "Appendix C – Former Civil Service Employee Benefit Plans" is appended to the Agreement for information purposes only and as such the Grievance and Arbitration articles shall not apply.

For the Union

For the Employer

Date

IN WITNESS WHEREOF, Kevin Beresford, Chief Executive Officer, of the Interlake Regional Health Authority, set his hand for and on behalf of the Interlake Regional Health Authority and Mr. Pat Joyce, of the Manitoba Government and General Employees' Union, has hereunto set his hand for and on behalf of the Manitoba Government and General Employees' Union.

This day of AD 20

Component Director

**Chief Executive Officer,
Interlake R.H.A.**

Local President

Labour Relations Secretariat

**Manitoba Government and
General Employees' Union**

**Human Resources Director,
Interlake R.H.A.**