

START	2000	04/01
END	2003	03/31
NO. OF EMPLOYEES	480	
UNION	JF	

Collective Agreement

Between

**Winnipeg Regional Health Authority
(WRHA)**

and

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

April 1, 2000 - March 31, 2003



13049 (01)

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THIS AGREEMENT made this day of July 2001.

BETWEEN

Winnipeg Regional Health Authority (WRHA)
(hereinafter referred to as the Employer),

OF THE FIRST PART

- and -

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

OF THE SECOND PART.

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

ARTICLE 1 - INTERPRETATION

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

- (a) “authorized overtime” shall mean overtime authorized by the Employer and where the term “overtime” is used in this Agreement, it shall mean “authorized overtime”.
- (b) “casual employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis;
- (c) “classification” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can be reasonably applied to, all positions in the group;
- (d) “continuous service” or “continuous employment” means consecutive and contiguous days, weeks, months and/or years of employment with the Employer

where there has been no break in service involving termination of the employee. In the calculation of continuous service, any approved leave of absence with pay shall not affect continuous service and any authorized leave of absence without pay or a temporary or seasonal lay-off, while not considered a break in service, shall not be counted in the total continuous service. Example: ten (10) years consecutive and contiguous service with six (6) months leave of absence without pay or six (6) months seasonal lay-off = nine and one-half (9½) years continuous service;

- (e) “dismissal” means the removal for disciplinary reasons from a position of employment for just cause;
- (f) “employee” means a person employed in a position in the bargaining unit;
- (g) “grade of pay”, “pay range” or “pay grade” means a series of rates of remuneration for a classification that provides for a minimum rate, a maximum rate, and such intermediate rates if any as may be considered necessary to permit periodic increases in remuneration and as set out in the salary schedule (Schedule A);
- (h) “increment” means the amount per **annum** provided as a rate of increase in the applicable salary payable to any eligible employee, which unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates;
- (i) “lay-off” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement;
- (j) “part-time employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis;
- (k) “permanent employee” means an employee who carries out and occupies a continuing function and who has all the rights and privileges of permanent status;
- (l) “position” means a job function within the bargaining unit for which a person is employed by the WRHA;
- (m) “promotion” means a change of employment from one (1) position to another having a higher maximum salary;
- (n) “transfer” means the removal of an employee from a position in a classification and appointing the employee to another position having the same maximum rate of pay;



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

ARTICLE 2 - DURATION OF AGREEMENT

2:01 This Agreement shall become effective from and including April 1, 2000 and shall continue in effect up to and including March 31, 2003 and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (**45**) days prior to but not more than one hundred and twenty (120) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.

2:02 Where notice for revision of this Agreement is given under Section: 01, the party giving notice agrees to deliver to the other their written proposals for the revision of the Agreement at least thirty (**30**) days prior to the expiry date of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.

2:03 All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the bi-weekly pay period following the date of signing of this Agreement unless otherwise specified.

ARTICLE 3 - AMENDMENT TO THE SALARY SCHEDULE

3:01 During the term of this Agreement, amendments to the salary schedule resulting from the introduction of a new classification, or amendments to Appendix "A" of the Agreement in respect of exclusions from the terms of this Agreement shall be determined through negotiation between the parties hereto.

3:02 If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the Employer shall consult with the Union and may amend the salary schedule to give effect to the required change. In no case shall such pay range be less than that already existing for the classification.

ARTICLE 4 - APPLICATION OF AGREEMENT

4:01 The terms of this Agreement shall apply as herein stated to:

- (a) permanent employees

- (b) full-time term employees
- (c) part-time employees.

4:02 The terms of this Agreement shall not apply to:

- (a) incumbents of the positions set forth in Appendix “A” attached hereto; and
- (b) student assistants being paid under the provisions of a Student Temporary Employment Program (S.T.E.P.); and
- (c) casual employees.

4:03 The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees within the bargaining unit as set out in Section :01 herein and as well such further classifications of employees as may be agreed upon by the parties during the term of this Agreement.

ARTICLE 5 - TERM EMPLOYEES

5:01 “Term employee” means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.

5:02 Where the employment of a term employee terminates at the end of a specific term of employment, then:

- (a) the Employer shall not be required to give any notice or payment in lieu thereof;
- (b) the employee shall not be required to give any notice of resignation.

5:03 Where a term employee is laid off, then the following shall apply:

- (a) if the lay-off is at the end of a specific term of employment, no notice of lay-off is required;
- (b) if the lay-off is prior to the end of a specific term of employment, an employee will receive written notice prior to the lay-off or granted payment in lieu thereof based on the following:
 - i) four (4) weeks’ notice to an employee with one (1) or more years of full time continuous service or
 - ii) two-(2) weeks’ notice to an employee with less than one (1) year of

full-time continuous service.

- 5:04** Where a term employee is employed on a full-time or part-time basis for a period of twenty-four **(24)** continuous months, the Employer shall convert the employee to permanent status, unless the employee is replacing an absent employee.
- 5:05** **An** employee appointed to a term position shall be informed in writing as to the duration of the term. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.
- 5:06** **An** employee, other than a term employee, who accepts a term position will be returned to her former position at the completion of the temp position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status.

ARTICLE 6 - NO DISCRIMINATION

- 6:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, political or religious affiliation, sexual orientation or membership in the Union or activities in the Union.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7:01** All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 7:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

ARTICLE 8 - PAY

- 8:01** **An** employee, other than an employee paid on an hourly or daily basis who does not work every working day in a bi-weekly pay period and by reason thereof is not entitled to be paid an amount equal to a bi-weekly salary is entitled to be paid an amount equal to the daily rate of pay for the employee's position at the employee's step multiplied by a number comprising the number of days actually worked in that period plus any leaves with pay in that period for which the employee is eligible. The daily rate of pay shall be calculated by multiplying the hourly rate of pay by the number of hours in a normal working day as indicated in the applicable hours of work category and rounding the result

to the nearest cent. The bi-weekly salary shall be calculated by multiplying the hourly rate of pay by the normal number of hours in a bi-weekly pay period as indicated in the applicable salary schedule and rounding to the nearest cent.

- 8:02** Upon promotion, **an** employee shall be placed a rate in the higher salary range within the salary schedule that is, if possible, not less than one increment above her former salary. Increments due within twelve (12) months immediately following the promotion shall also be granted.
- 8:03** Where, in special cases, the application of the general rules for placing an employee on a step of a pay range works an injustice or does not make adequate provision, the Employer shall consult with the Union, and may make such provisions a may be necessary to maintain equity or parity among salaries of incumbents of such positions within the pay range of the classification. Such provisions may take the form of salary rate assignment of incumbents to a proper and equitable step of the pay range of the classification of the position or to such a step of the pay range of the incumbent in the event that the pay range of the incumbent is lower than the pay range of the classification of the position.

ARTICLE 9 - RETROACTIVE WAGES

- 9:01** Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:
- (a) employees who are in the employ of the WRHA on the date of the signing of this Agreement;
 - (b) employees who have retired or who have died during the above mentioned period;
 - (c) employees who have been permanently laid off during the above mentioned period;
 - (d) term employees terminated at **the** end of a specific term of employment or after the completion of the specific job for which they were employed.
- 9:02** Upon written request to the Employer, within sixty (60) days of the date of the signing of this Agreement, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall be made to employees who have voluntarily terminated their services (resigned).

ARTICLE 10 - RECRUITMENT AND APPOINTMENT

- 10:01** All permanent vacancies, which fall within the scope of the Agreement, shall be posted for at least seven (7) working days.

- 10:02** The bulletin shall state the closing date for applications, the location of the position, the classification, a *summary* of duties of the position, the qualifications required and the salary range. The Union will be provided with a copy of all bulletins as they are issued.
- 10:03** In accordance with Article 21:06 preference for the filling of vacancies shall be given to employees who are in lay-off status and who have submitted an application for the vacant position. Where two or more such employees apply, the selection shall be made in accordance with Article 10:04.
- 10:04** When filling a vacancy through competition, selection shall be based on qualifications, ability and prior work performance. Where qualifications, ability and prior work performance are deemed to be relatively equal, seniority shall be the determining factor.
- 10:05** Employees will be advised of their employment status (permanent, term, full-time, part-time) at the time of commencement of employment and at the time of any subsequent change.

ARTICLE 11 - MEDICAL FITNESS

- 11:01** A physical and/or psychiatric examination by a duly qualified medical practitioner acceptable to the Employer is required for any employee in respect of whom the Employer, in writing, requires such an examination.
- 11:02** A duly qualified medical practitioner giving a psychiatric or physical examination shall complete the forms required by the Employer.
- 11:03** The cost of any such examination will be paid by the Employer.

ARTICLE 12 - PROBATION

- 12:01** Every person hired by the Employer shall be on probation for a period of six (6) months.
- 12:02** *An* employee's initial probation period may be extended by the Employer. Such extension may be for a maximum period of six (6) months and shall be considered part of the initial probation period.
- 12:03** *An* employee shall be notified in writing of any extension of the probation period under Section: 02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.
- 12:04** *An* employee who is rejected during his/her initial probation period may grieve the rejection to the Vice President of Community Care within 15 working days from the date

the employee received notice of the rejection. The Vice President of Community Care or designate shall hold a hearing to discuss the grievance. The decision of the Vice President or designate shall be final for all such grievances.

12:05 Promotions are subject to a six month probation period, after which the employee shall be declared permanent in the new classification. During this probation period, if the employee proves to be unsatisfactory or if she wishes to revert voluntarily, she will revert to her former classification without loss of seniority.

12:06 An employee shall not be required to serve a further probation period when:

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

12:07 Subject to Section: 04, the rejection of an employee on probation is neither grievable nor arbitrable.

12:08 An employee who is being rejected during the employee's probation period shall be provided with two (2) week's notice or payment in lieu thereof.

12:09 An employee who is temporarily appointed to another position on an acting basis is not considered to be on probation. If the employee is subsequently promoted to that position, the period during which the employee was in acting status does not count towards the employee's probation period.

ARTICLE 13 - CONDUCT OF EMPLOYEES

13:01 Employees shall observe standards of behaviour consistent with the employee's function and roles and in compliance with the terms of this Agreement.

13:02 Where an employee is absent without leave for a period of two (2) weeks, the employee shall be considered to have abandoned his or her position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed the employee's regular duties.

13:03 Where an employee is habitually late or is absent during working hours without leave and fails to give satisfactory explanation for the lateness or absence, the employee's supervisor shall make a report to the Program Director who may take such disciplinary

action, including suspension or dismissal, as is warranted.

ARTICLE 14 - PERFORMANCE

APPRAISALS

14:01 Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

ARTICLE 15 - MERIT INCREASES

15:01 "Merit increase" means an increase in the rate of pay of an employee within the employee's pay range which may be granted in recognition of satisfactory service on the employee's anniversary date.

15:02 Subject to Section: 03, the anniversary date of an employee is the first of the month, which follows the date on which the employee is employed in a position in the bargaining unit.

15:03 Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increase twelve (12) months from the employee's anniversary date established in accordance with this Article provided the employee has accumulated one thousand and eight (1,008) regular hours of work during that twelve (12) month period. If an employee has not accumulated one thousand and eight (1,008) regular hours during that twelve (12) month period and as a result has not received a merit increase, the employee is eligible for a merit increase at the employee's next subsequent anniversary date twelve (12) months hence provided the employee has accumulated one thousand and eight (1,008) regular hours during the preceding twenty-four (24) month period. In a similar manner an employee who has not accumulated one thousand and eight (1,008) regular hours over the preceding twenty-four (24) month period is eligible for a merit increase at the employee's next anniversary date following the accumulation of one thousand and eight (1,008) regular hours.

15:04 Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be eligible for a merit increase under Section: 04, the employee will be eligible for a merit increase on the first of the month following the date on which the employee accumulates the necessary regular hours of work. The effective date of the increase shall be the first of the bi-weekly pay period, which includes the first of the month.

15:05 Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is eligible for a merit increase on the employee's anniversary date.

- 15:06** The effective date for an employee's merit increase shall be the first day of the bi-weekly pay period, which includes the employee's anniversary date. An employee must be in the classification on the employee's anniversary date in order that the merit increase shall take effect at the beginning of the bi-weekly period that includes the said anniversary date.
- 15:07** Where a merit increase is not granted to an employee on the employee's anniversary date:
- (a) the employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increase was denied;
 - (b) the merit increase may be granted to the employee on any subsequent monthly anniversary date, which is not less than three (3) months from the employee's anniversary date. The effective date for such a merit increase shall be the first day of the bi-weekly pay period which includes the subsequent monthly anniversary date referred to;
 - (c) the employee may file a grievance at Step 1 of the grievance procedure. No grievance may be initiated where a merit increase is not granted to an employee under Subsection:07(b);
 - (d) the employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under Subsection:07(b).

ARTICLE 16 - DISCIPLINARY ACTION

- 16:01** *An* employee shall only be disciplined for just cause.
- 16:02** A hearing may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a representative present.
- 16:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating it has been read. Upon signing the employee shall receive a copy of such a report.
- 16:04** 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.
- 16:05** 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.

16:06 The person or board to whom a grievance is made may:

- (a) uphold the disciplinary action; or
- (b) vary the disciplinary action; or
- (c) determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).

16:07 No notice or payment in lieu thereof is required where an employee is dismissed.

ARTICLE 17 - RESIGNATIONS

17:01 An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform the employee's regular duties.

17:02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.

17:03 Subject to Sections :04, :05 and :06, where the last day on which an employee who has submitted a notice of resignation performs the employee's regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated the employee's service on that Friday and shall be eligible for holiday pay for that Friday.

17:04 Subject to Section :06 employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.

17:05 An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.

17:06 Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.

17:07 The Employer will make available within seven (7) days after termination, all statutory amounts due to the employee or as soon as practicable.

17:08 The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to the termination date.

ARTICLE 18 - CONTRACTING OUT

18:01 The Employer will give all reasonable consideration to continued employment of employees who would otherwise become redundant because work is contracted out.

18:02 Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:

- (a) The Employer will provide the Union with one hundred and twenty (120) days' notice; and
- (b) During the notice period the parties shall meet to facilitate potential retraining and/or re-deployment opportunities.

ARTICLE 19 - TECHNOLOGICAL CHANGE

19:01 The Employer and the Union recognize that technological change can offer significant improvements in the quality and quantity of health care services provided to the public.

19:02 For purposes of this Article, technological change means the introduction of equipment or material into WRHA operations which is likely to affect the security of employment of permanent employees.

19:03 The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.

19:04 Where the Employer intends to introduce technological change, the following procedure will be followed:

- (a) The Employer will provide the Union with one hundred and twenty (120) days' notice prior to the date the change is to be effective;
- (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
- (c) Where retraining is to be provided, it shall be provided during the employees' normal working hours where possible;
- (d) At the request of either party, an on-site technological change implementation

committee shall be established at the work location(s) affected. The Committee will consist of two (2) worker representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.

- 19:05** The provisions of this Article are intended to assist employees affected by technological change and Sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

ARTICLE 20 - CHANGE OF WORK LOCATION

- 20:01** The Employer shall provide ten (10) working days notice to an employee when the Employer initiates a permanent transfer of the employee from one office site to another.

ARTICLE 21 - LAY-OFF

- 21:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Employer determines that a lay-off(s) is necessary, the Employer shall determine the classification(s) from which the lay-off(s) are to take place.
- 21:02** In the event of a lay-off, employees other than probationary and term employees, shall receive four (4) weeks' notice or pay in lieu of such notice.
- 21:03** *An* employee who is laid off shall be entitled to exercise her seniority to bump into any classification within the scope of this Agreement with the same or lower salary range, provided she possesses the qualifications and ability sufficient to perform the required work and her qualifications and ability are sufficient to perform the required work and her qualifications and ability are relatively equal to those of the incumbent. In the alternative, she may choose to accept lay-off. Any employee thus displaced shall have the same rights.
- 21:04** 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.
- 21:05** 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.
- 21:06** No new employee shall be hired to fill vacancies when employees who are in lay-off status are qualified, able and available to fill the vacancy except in an emergency.
- 21:07** Employees on lay-off are to be recalled in order of seniority within their classification.

Such recall shall be made by registered mail, and shall provide a minimum of (1) week's 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 schedule. The employee shall return to work within fourteen (14) days of receipt of the notification. **An** employee who declines to return to a position comparable to that held prior to lay-off, without reasonable cause, shall be considered terminated.

21:08 **An** employee recalled to work in a 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.

21:09 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.

21:10 **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.

21:11 The right of an employee who has been laid-off to be rehired 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 twelve-(12) month period has elapsed since the initial date of lay-off.

21:12 Laid-off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.

21:13 Accumulated vacation entitlement shall be paid out at time of lay-off, unless the parties agree otherwise.

21:14 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.

21:15 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.

21:16 For purposes of this Article, “qualifications” refers to education, knowledge, training, skills and experience. “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.

ARTICLE 22 - SEVERANCE PAY

This Article is applicable to persons employed by the WRHA on or before June 6, 2001

22:01 Employees with nine (9) or more years of continuous service who retires shall be paid severance pay in the amount of one (1) week’s pay for each complete year of accumulated service or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks’ pay. Example: ten (10) years, eight (8) complete months of continuous service equals ten and eight-twelfths (10 8/12) weeks of severance pay.

22:02 Where an employee in the employee’s ninth (9th) year of continuous service fails to complete nine (9) years’ service as a result of retirement the employee shall be paid severance pay on the basis of nine (9) weeks’ pay multiplied by the factor of the number of complete months service completed in the employee’s ninth (9th) year divided by twelve (12) months.

22:03 In addition to the severance pay set out in Section :01, employees who retire will also be eligible for the following severance pay:

- (a) for employees with twenty (20) or more years of accumulated service, an additional two (2) weeks’ pay;
- (b) for employees with twenty-five (25) or more years of accumulated service, two (2) weeks’ pay in addition to the amount in Subsection (a);
- (c) for employees with thirty (30) or more years of accumulated service, two (2) week’s pay in addition to the amount in Subsections (a) and (b);
- (d) for employees with thirty-five (35) or more years of accumulated service, two (2) weeks’ pay in addition to the amounts in Subsections (a), (b) and (c).

22:04 In the case of employees with nine (9) or more years of continuous service whose services are terminated as a result of death, the employee’s estate shall be paid severance

pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.

- 22:05** Where an employee in the employee's ninth (9th) year of continuous service fails to complete nine (9) years' service as a result of death, the employee's estate shall be paid severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth (9th) year divided by twelve (12) months.
- 22:06** Employees with one (1) or more years of continuous service whose services are terminated as a result of permanent lay-off, shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) weeks' pay.
- 22:07** Where an employee in the employee's first (1st) year of accumulated service fails to complete one (1) year's accumulated service as a result of permanent lay-off, the employee shall be paid severance pay on the basis of one (1) week's pay multiplied by the factor of the number of complete months service completed in the employee's first (1st) year divided by twelve (12) months.
- 22:08** *An* employee who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two equal payments provided both payments occur within the same fiscal year as the effective date of the retirement or permanent lay-off. In the case of severance payable on permanent lay-off upon receiving notice of lay-off and waives the right to be recalled.
- 22:09** The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent lay-off, or death.
- 22:10** In the case of employees eligible for severance pay who are on stand-by or temporary lay-off at the time of retirement, permanent lay-off or death, the weekly hours shall be, the normal weekly hours of work in effect for the classification of the employees at the time of the retirement, permanent lay-off or death.

ARTICLE 23 - PRE-RETIREMENT LEAVE

This Article is applicable to persons hired by the WRHA after June 6, 2001.

- 23:01** 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.

23:02 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 - HOLIDAYS

24:01 The following holidays shall be observed by the WRHA:

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

For calculation purposes holidays shall be observed as indicated below:

- (a) For all shift employees, where any of the holidays fall on a Saturday or a Sunday they shall be observed on that day. For purposes of this Article, a shift employee is one whose regular workweek is not Monday to Friday inclusive.
- (b) For all non-shift employees, where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following

Monday and Tuesday.

- 24:02** (a) Wherever practicable the Employer shall not require an employee to work past one o'clock in the afternoon (1:00 p.m.) on December 24th when that day falls on Monday through Friday. This day shall be considered a full workday for purposes of calculation.
- (b) Where the Employer requires **an** employee to work a regular workday on December 24th falling on Monday through Friday, the employee shall receive one-half ($\frac{1}{2}$) day of compensatory leave with pay up to a maximum of four (4) hours.
- 24:03** **An** employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:
- (a) did not fail to report for work after having been scheduled to work on the day of the holiday;
- (b) has not absented himself or herself from work without the consent of the Employer on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.
- 24:04** Notwithstanding Subsection :03(b) **an** employee who is on an approved leave of absence without pay at the time of the holiday shall be entitled to receive the employee's regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
- 24:05** If **an** employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section :03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half times ($1\frac{1}{2}x$) the employee's regular rate for the time worked on that day.
- 24:06** Subject to Section :08, and subject to the call-out provisions as provided in Article 51:05, an employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular holiday pay to which the employee may be entitled, overtime compensation based on double time ($2x$) the employee's regular rate of pay for all overtime worked on the holiday. Such overtime compensation is in lieu of the overtime compensation to which the employee would otherwise be eligible, pursuant to Article 51:02, for a day of rest.
- 24:07** (a) **An** employee who is entitled to pay for a holiday and who works on a holiday when it is the employee's regularly scheduled working day shall, in addition to the holiday pay, be compensated at the rate of time and one-half ($1\frac{1}{2}x$) for all

regular hours worked on the holiday, in the form of pay or compensatory leave. Any overtime hours worked on the holiday shall be compensated on the same basis as set out in Subsection:06.

- (b) Subject to Subsection :07(c), the accumulated compensatory leave referred to in Subsection:07(a) above, shall be taken in the vacation year in which it is earned.
- (c) The Employer may allow accumulated compensatory leave in lieu of statutory holidays to be carried forward to the next vacation year.
- (d) In the event that an employee is terminated, the accumulated compensatory leave in lieu of statutory holidays shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.

24:08 An employee who leaves the WRHA, shall receive pay in lieu of the compensatory leave that has not been granted.

24:09 Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

ARTICLE 25 - VACATION

25:01 For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31st of the next year.

25:02 Employees shall earn vacation leave credits on the following basis:

- (a) Employees who have completed less than two (2) years service, one and one-quarter (1 $\frac{1}{4}$) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned;
- (b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds (1 $\frac{2}{3}$) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter;
- (c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth (2 $\frac{1}{12}$) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter;
- (d) Commencing from the beginning of the vacation year in which nineteen (19)

years of service will be completed, two and one-half (2%) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter;

- (e) Notwithstanding Subsections (a), (b), (c) and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter (1%) days per complete month of service and employees terminating in their ninth (9th) year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds (1 $\frac{2}{3}$) days per complete month of service, and employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed-out at the rate of two and one-twelfth (2 $\frac{1}{12}$) days per complete month of service.

25:03 An employee appointed on the first working day of the month shall accumulate vacation credits from that date. An employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of employment.

25:04 When computing vacation leave:

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

25:05 (a) With the exception of the conditions referred to in Subsection :07(b), vacation leave may not be taken in advance of when it is earned.

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

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

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

- (e) Subject to Subsections :07(b) and :07(f), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.

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

- (g) The Employer may authorize an employee to take vacation leave in two (2) or more periods.
- (h) The Employer, due to operational requirements, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.

25:06 Where the Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to *carry over* such vacation leave to the following year.

25:07 Subject to operational requirements vacation leave shall be rotated regardless of seniority of employment.

25:08 Where for any reason other than death, an employee leaves the service after having been granted more vacation leave than the employee has earned in accordance with this Agreement, the employee shall repay to the Employer all salary paid for such excess period of leave.

25:09 Where an employee dies, the employee's accumulated vacation credits shall be paid out to his/her estate.

25:10 Where an employee is absent on leave without pay for a period of one (1) month or a portion thereof greater than one-half (1/2), vacation leave credits shall no longer accumulate.

ARTICLE 26 - SICK LEAVE

26:01 Earned sick leave entitlement shall be granted by the Employer where an employee is unable to be at work and perform the employee's regular duties as a result of illness or injury.

26:02 Applicable to employees hired prior to June 8, 2001 sick leave shall accumulate:

- (a) during the first four-(4) years of service at the rate of one-half (1/2) working day per bi-weekly pay period;
- (b) after the first four-(4) years of service, at the rate of one (1) working day per bi-weekly pay period; and
- (c) sick leave shall not accumulate to beyond two hundred and eight (208) working

days.

- 26:03** Applicable to employees hired on or after June 8 2001, all sick leave shall accumulate at the rate of one and one quarter (1¼) working days per full month of employment with no maximum accumulation.
- 26:04** Sick leave with pay up to but not exceeding the net amount of entitlement will be paid to hourly paid employees based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.
- 26:05** With the approval of the Employer, additional sick leave with pay may be granted over and above an employee's accumulated sick leave entitlement.
- 26:06** *An* employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave in accordance with Sections :02 or :03.
- 26:07** *An* employee shall accumulate sick leave credits commencing from the first working day of employment.
- 26:08** A new employee may be granted sick leave in advance of it being earned during the first six (6) months of service, provided that the amount advanced, when combined with credits already accumulated, does not exceed five (5) working days. If *an* employee who has used more sick leave than has been earned has the employee's services terminated for a reason other than lay-off or death, the salary over-payment resulting from the use of unearned sick leave shall be recovered by the Employer.
- 26:09** Sick leave shall not accumulate during periods when an employee is:
- (a) absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days; or
 - (b) absent without leave; or
 - (c) absent on leave of absence without pay.
- Subsections :09(b) and :09(c) apply where the period of absence is greater than one-half (½) of the bi-weekly period.
- 26:10** Where an employee is to be absent because of illness, the employee shall endeavour to notify the employee's immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.
- 26:11** The Employer, either at the time of notification by the employee of claiming sick leave,

during the leave or by advance notice prior to future sick leave claims, may require a medical certificate or report acceptable to the Employer as proof of the validity of any claim for sick leave and as proof of the employee's fitness to return to work. Failure to provide such a certificate when requested may disqualify an employee from receiving paid sick leave or may result in a refusal of permission for her to resume her work duties. Any cost of obtaining such certificates or reports shall be the responsibility of the employee.

26:12 Notwithstanding 26:01, upon sufficient notification to the Employer and subject to operational requirements, an employee shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist or other recognized therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated sick leave. This section is applicable only when the employee is unable to schedule such appointments during non-working hours.

26:13 Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer.

26:14 When an employee is unable to work and is in receipt of an income replacement indemnity (IRI) from the Manitoba Public Insurance Corporation (MPIC) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the IRI benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

ARTICLE 27 - WORKERS COMPENSATION

27:01 When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of the employee's duties, the employee may elect to be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Net salary shall be as determined by the Workers Compensation Board.

27:02 Notwithstanding Section :01, an employee's pay may only be "topped up" by ten percent (10%) of net salary.

- 27:03** If at any time it is decided by the Workers Compensation Board that the additional amount in Section :01 or :02 must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.
- 27:04** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
- 27:05** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 27:06** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

ARTICLE 28 - COMPASSIONATE LEAVE

- 28:01** *An* employee shall be entitled to compassionate leave of five (5) working days without loss of salary in the event of the death of a member of the employee's immediate family. Immediate family is defined as father, mother, brother, sister, spouse, fiancé, live in partner, child or ward of the employee, grandparent, grandchild or relative permanently residing in the employee's household or with whom the employee permanently resides
- 28:02** *An* employee who is entitled to compassionate leave under Sections :01 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- 28:03** Provided an employee has not received compassionate leave for the death in question, the employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer or mourner.
- 28:04** *An* employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance.

ARTICLE 29 - FAMILY LEAVE

- 29:01** *An* employee may use up to five-(5) days of sick leave in any one-(1) calendar year for illness of a spouse, child, or parent. Sick leave that may be utilized of this purpose is limited to days earned in excess of nine (9) days during the employee's first year of employment, and twelve (12) days in each year of employment thereafter.

ARTICLE 30 - PATERNITY LEAVE

30:01 A male employee shall be granted one (1) day's leave with pay, to attend to needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child or the day of his wife's admission to or discharge from hospital or such other day as may be mutually agreed.

ARTICLE 31 - MATERNITY LEAVE

31:01 An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B but not both.

PLAN A

31:02 In order to qualify for Plan A, a pregnant employee must:

- (a) have completed seven (7) continuous months of employment for or with the WRHA;
- (b) submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

31:03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

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

31:04 An employee who has been granted maternity leave shall be permitted to apply **up** to a maximum of ten (10) days of her accumulated sick leave against the Employment

Insurance waiting period. Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted, the employee shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

PLAN B

31:05 In order to qualify for Plan B a pregnant employee must:

- (a) have completed seven (7) continuous months of employment for or with the WRHA;
- (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that Human Resources Development Canada (HRDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.

31:06 *An* applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:

- (a) she will return to work and remain in the employ of the WRHA on a full time basis for at least six (6) months following her return to work; and
- (b) if she does not take parental leave as provided in Article 32 - Parental Leave, she will return to work on the date of the expiry of her maternity leave; and
- (c) if she does take parental leave as provided in Article 32 - Parental Leave, she will return to work on the date of the expiry of her parental leave; and
- (d) should she fail to return to work as provided above, she is indebted to the WRHA for the full amount of pay received from the WRHA as a maternity allowance during her entire period of maternity leave.

31:07 At the employee's request, the WRHA may authorize **an** employee who has received maternity leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.

31:08 An employee who qualifies is entitled to a maternity leave consisting of:

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

31:09 During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) plan as follows:

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

31:10 Plan B does not apply to term employees or employees who normally are subject to seasonal lay-off.

31:11 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.

31:12 Where an employee's anniversary date falls during the period of maternity leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.

31:13 Sections 55 through 57 inclusive of The Employment Standards Code respecting maternity leave shall apply "mutatis mutandis".

ARTICLE 32 - ADOPTIVE PARENT LEAVE

32:01 An employee shall be granted one (1) day's leave with pay to attend to needs directly

related to the adoption of the child. At the employee's option such leave shall be granted on the day of or the day following the adoption or such other day as may be mutually agreed.

ARTICLE 33 - PARENTAL LEAVE

33:01 In order to qualify for parental leave, an employee must:

- (a) be the natural mother of a child; or
- (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
- (c) adopt a child under the law of a province.

33:02 An employee who qualifies under Section :01 must:

- (a) have completed seven (7) continuous months of employment and
- (b) submit to the Employer an application in writing for parental leave **at** least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

33:03 An employee who qualifies in accordance with Sections :01 and :02 is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.

33:04 Subject to Section :05, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

33:05 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

ARTICLE 34 . BRIDGING OF SERVICE

34:01 A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on service seniority. The following conditions shall apply:

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

ARTICLE 35 - LOSS OF OR DAMAGE TO PERSONAL EFFECTS

- 35:01** In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make comparable compensation, providing established Employer procedures and policies have been followed and proof of purchase of the replacement item is submitted.
- 35:02** No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss of theft or damage to the employee's tools, equipment or personal effects, or for luxury items.
- 35:03** Employees are responsible for any personal effects that are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

ARTICLE 36 - BENEFITS

- 36:01** All Civil Service employees transitioned to the WRHA prior to April 1, 1999, will remain in the Government of Manitoba benefit plans consistent with those in place in the civil service at the time of the employee's transition to the WRHA. These benefit plans 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 these employees will be "grandparented" to those plans for the duration of their employment.
- 36:02** These benefit plans will be adjusted in accordance with the changes as set out in Appendix "B".

36:03 All employees, other than those referenced in :01 above, shall participate in the jointly trustee Health Employees Pension Plan and the Health Employees Benefit Plans (HEPP/HEBP) in accordance with the provisions of these plans.

ARTICLE 37 - HEALTH AND SAFETY

37:01 The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and that these activities require the combined efforts of the WRHA, employees, and the Union.

37:02 The WRHA will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.

37:03 The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.

37:04 Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employee's safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.

37:05 The parties recognize the importance of establishing Workplace Health and Safety Committees to enhance the ability of employees and managers to resolve health and safety concerns. It is recognized that the initiative in requesting the establishment of a Workplace Health and Safety Committee may come from management and/or the employees in the workplace and/or the Union.

37:06 The parties agree to the establishment of Workplace Health and Safety Committees in workplaces where it is deemed necessary having regard for:

- (a) the number of employees in the workplace;
- (b) the type of work performed in the workplace and the degree of hazard involved;
- (c) the complexity of the workplace operations, and the size, location and nature of the workplace.

37:07 Where it is not deemed appropriate to establish a Workplace Health and Safety Committee in a workplace the parties may agree to the designation of a Workplace Health and Safety representative who may, in conjunction with a management representative, perform the duties of a committee.

37:08 Where it is deemed appropriate to establish a Workplace Health and Safety Committee in a workplace, the following shall apply:

- (a) The size of the committee shall be determined taking into account the factors listed in Section :06. The number of employee representatives should not be less than two (2) or more than six (6). The number of management representatives may be less than or equal to the number of employee representatives on a committee.
- (b) Each party shall elect or appoint its representatives to a committee freely and without interference.
- (c) Committee members shall have a term of office of one (1) year and members are eligible for re-election or re-appointment.
- (d) Committees shall have two (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings of the committee and may participate fully in the deliberations and discussions of the committee.
- (e) Committees shall meet regularly at intervals to be determined by the committee but normally not less than once in each calendar quarter.
- (f) Except for the calling of special meetings, there shall be at least seventy-two (72) hours' prior notice of the calling of committee meetings.
- (g) Efforts should be made to schedule committee meetings, functions or duties during the employees' work time but if this is not possible meetings may be held during an employee's off duty hours. Employee representatives who are members of a Workplace Health and Safety Committee and who are scheduled to meet during off duty hours shall be compensated at straight time rates or at the employee's option be granted time off in lieu for time spent in such meetings, functions or duties.
- (h) The quorum for meetings shall consist of one-half (1/2) of the management members and one-half(1/2) of the employee members.
- (i) Each work place shall provide a prominent place where information relating to health and safety subjects may be posted. Information posted shall include:
 - i) the names of all committee members and their terms of office;
 - ii) the scheduled meeting dates of the committee;

- iii) the agenda for each meeting;
 - iv) the minutes of the previous meeting;
 - v) informational and educational materials which have specific relevance to the safety and health of employees in that workplace.
- (j) Minutes of all committee meetings are required. Minutes shall consist of matters relating to the receipt and disposition of safety and health concerns. The minutes shall be signed by both chairpersons. Where there is disagreement as to the accuracy or content, either party may so note the disagreement and place their comments on the minutes prior to signing. When the minutes are signed by both co-chairpersons, the management co-chairperson shall retain the original for the records of the committee, forward a copy to the Workplace Safety and Health Branch, post a copy as provided in Subsection (I) above and forward a copy to members of the committee.
- (k) Any material addressed to the committee shall be distributed as soon as practicable by the person receiving same to the other committee members.

37:09 The objectives of Workplace Health and Safety Committees include:

- (a) assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;
- (b) developing practical procedures and conditions to help achieve health and safety in the workplace;
- (c) promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

37:10 The parties agree to the establishment of a Central Workplace Health and Safety Committee to be composed of two (2) members appointed by each party. The WRHA agrees that one (1) of the members appointed by the Union shall be on a time off with pay basis. The sole purpose of the Committee shall be to:

- (a) assist in the establishment of Workplace Health and Safety Committees within work locations;
- (b) assist in resolving disputes as to the establishment of a committee or the number of representatives to be placed on a committee.

37:11 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

- 37:12** (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to the employee's safety or health in the performance of the employee's work, the employee shall report that condition to the employee's supervisor.
- (b) The supervisor upon being notified under (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a health and safety committee at the workplace, the co-chairpersons may be asked to participate.
- (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety and Health Branch without delay.
- (d) If the employee refuses to work because of the employee's belief that the condition is dangerous, the employee must be available to perform other work assigned.
- 37:13** Where an employee has refused to perform work in accordance with Section :12, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.
- 37:14** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections :11 and :12.
- 37:15** Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) made a report under Section :12; and
- (b) refused to work or continue to work under the conditions described under Section :12 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to the employee's safety or health.
- 37:16** Where an employee willfully takes unfair advantage of the provisions described in Section :12, the employee may be subject to disciplinary action up to and including suspension or dismissal.

ARTICLE 38 - UNION BUSINESS

- 38:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:

- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the employee's immediate supervisor who shall forward the request to the Program Director for approval. The Union will also provide a copy of the written request to the Director of Human Resources.
- (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 WRHA one hundred percent (100%) of the wages paid to such employees during the approved absence.

38:02 For time spent with WRHA representatives during negotiations of the Agreement, the Union will be allowed to have no more than three (3) employees present at each bargaining session on a time-off with pay basis.

38:03 Prior to the commencement of negotiations, the Union shall supply the WRHA with a list of employee representatives. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.

38:04 Subject to the mutual agreement of the parties, the total number of employees referred to in Section :02 above may be changed provided any additional employees are on leave without pay or on wage recovery as per Subsection :01(c).

38:05 Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.

38:06 The WRHA agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the employer. The Employer or designate shall have the right to refuse to post or remove the posting of any information.

38:07 Where a new employee is hired, the Union may request up to fifteen (15) minutes during normal working hours for the purpose of acquainting the new employee with the Union.

ARTICLE 39 - RIGHTS OF STEWARDS
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39:01 "Steward" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

- 39:02** The WRHA recognizes the Union's right to select stewards to represent employees.
- 39:03** 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 workplace, and the administrative structure implied by the grievance procedure.
- 39:04** The Union agrees to provide the WRHA with a list of stewards and any subsequent changes for each work location. The Union shall provide appropriate identification for stewards.
- 39:05** Stewards and employees shall not conduct Union business during their working time.
- 39:06** 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.
- 39:07** 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 WRHA. Such permission shall not be unreasonably sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor.
- 39:08** 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).

ARTICLE 40 - UNION SECURITY

- 40:01** During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.
- 40:02** The WRHA shall forward to the Union the amount of the dues deducted under Section :01 above on a bi-weekly basis per each applicable bi-weekly pay period system.
- 40:03** The WRHA shall provide the Union on a bi-weekly basis per each applicable bi-weekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.

40:04 The Union agrees to indemnify and save the WRHA 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 WRHA.

40:05 Notwithstanding any other provision in this Agreement, the WRHA shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following:

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

ARTICLE 41 - LABOUR MANAGEMENT COMMITTEE

41:01 The Employer and the Union agree to maintain a Labour/Management Committee with equal representation from both parties to a maximum of three (3) representatives each. 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.

41:02 This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect in the Authority.

41:03 Employees appointed by, and acting on behalf of the Union, shall receive basic pay or the equivalent time off to attend meetings.

41:04 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 for the other party and shall be distributed four (4) calendar days prior to the meeting taking place.

41:05 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 42 - GRIEVANCE PROCEDURE

42:01 The parties to this Agreement recognize the desirability for prompt resolution of grievances through **an** orderly process without stoppage of work or refusal to perform work.

42:02 A grievance is defined as a complaint in writing concerning:

- (a) the application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (b) the discipline of an employee. The above categories of grievances can be processed up to and including Step 3 of the grievance procedure.

42:03 Notwithstanding Section :02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances.

42:04 (a) Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees; and where as a result the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance. A group grievance shall be presented directly to the Director of Human Resources within twenty (20) working days following the date upon which the employee(s) were notified orally or in writing, or on which the employee(s) first became aware of the action giving rise to the grievance.

(b) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. where such a grievance is initiated by the Union it shall be presented to the Director of Human Resources. Where such a grievance is initiated by the WRHA it shall be presented to the President of the Manitoba Government and General Employees' Union. In all cases the grievance shall be presented within twenty (20) working days from the date of the action-giving rise to the grievance.

(c) where the parties fail to resolve a grievance under Subsection :04(a) or :04(b), either party may refer the grievance to arbitration. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.

(d) Notwithstanding Section :06, a grievance filed under Subsection :04(b) shall not require the signature of an employee.

42:05 If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If Management fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the

time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

- 42:06** Wherever possible, the grievance shall be presented on the Official Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in dispute.
- 42:07** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 42:08** An employee has the right to representation by an Union representative at any step of the grievance procedure.

Step 1

- (a) Within twenty (**20**) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the employee's Director.
- (b) The Director or designate shall sign for receipt of the grievance and if the nature of the grievance is such that the the Director or designate is authorized to deal with it, the Director or designate shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
- (c) The Director or designate may discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.
- (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Director shall refer the grievance to the next step of the grievance procedure and so inform the employee and the Union. The time limits and the procedures of Step 2 shall apply from the date of referral.

Step 2

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to his/her Vice President of Community Care within fifteen (15) working days of the receipt of the decision at Step 1.

- (b) The Vice President or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance.
- (c) The Vice President or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

Step 3

A decision made at Step 2 may be submitted to arbitration in accordance with Article 43. The decision of the arbitrator(s) shall be final and binding for all such grievances. Union approval is required to submit any grievance to arbitration.

- 42:09** Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.
- 42:10** An employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the Employer. **An** employee may abandon a grievance by not processing it within the prescribed time limits.

ARTICLE 43 - GRIEVANCE ARBITRATION PROCEDURE

- 43:01** 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 discipline of an employee.
- 43:02** The procedure for arbitrating grievances shall be the procedure as set forth below:
 - (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Section :01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the Director of Human Resources, and shall set forth the issue in dispute for referral to the Arbitration

Board.

- (b) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Subsection:02(a) 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 in accordance with Subsection:02(c) 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 referred to in Subsection :03(a) 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, the Chief Justice for the Province of Manitoba, or in the Chief Justice's absence, the Chief Justice of the Court of Queen's Bench, 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 this 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 the Employer 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.

43:03 The parties hereto agree that an employee of the WRHA and a staff member of the Manitoba Government and General Employees' Union shall not be eligible for appointment as a member of the Arbitration Board or to act as a member of the Arbitration Board appointed pursuant to this Agreement.

ARTICLE 44 - HARASSMENT

44:01 The parties recognize that the problem of harassment, including sexual harassment may exist. However, the parties agree that harassment will not be tolerated in the workplace or in connection with the workplace. Situations involving allegations of harassment shall be treated in strict confidence by both the Employer and the Union.

44:02 The Employer is committed to the implementation of a Regional Harassment Policy and Procedure identifying the process for reporting, investigating and resolving issues.

ARTICLE 45 - RECLASSIFICATION PROCEDURE

45:01 **An** employee who is of the opinion that the employee's position is improperly classified may submit an "Employee Originated Request for Reclassification".

45:02 Step I

The employee will submit the request to the his/her Director together with the following:

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

45:03 Step2

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

45:04 Where no reply is received or where the employee considers the response unsatisfactory, the matter may, with the approval of the Union be referred to arbitration within twenty (20) working days upon expiry of the time limits prescribed or on receipt of the decision from the director or designate.

45:05 The time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.

ARTICLE 46 - CIVIL LIABILITY

46:01 If **an** action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee shall advise the WRHA through the WRHA Legal Counsel of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee;
- (d) Upon the employee notifying the Employer in accordance with Subsection :01(a)

above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

ARTICLE 47 - EMPLOYEE FILES

47:01 Upon the written request of an employee, the personnel file of that employee shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of the Human Resources department. The employee has the option to have a representative present.

47:02 *An* employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

ARTICLE 48 - SENIORITY

48:01 “Seniority” means the length of service with the WRHA as defined in this Article provided such service has not been broken by termination of the employee.

48:02 Seniority shall include only the following:

- (a) regular paid time;
- (b) periods of workers compensation;
- (c) periods of maternity leave and/or parental leave;
- (d) periods of adoptive parent leave;
- (e) approved educational leave to a maximum of one (1) year;
- (f) any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
- (g) leaves without pay to a maximum accumulation of twenty (20) working days in a calendar year; and
- (h) service with another Employer, immediately prior to employment with the WRHA, as mutually agreed between the Union and the Employer.

48:03 An employee will lose all seniority when the employee:

- (a) resigns;
- (b) retires;
- (c) is dismissed and not reinstated;
- (d) dies;
- (e) is permanently laid off;
- (f) is terminated at the expiry of the employee’s term of employment. However, this Subsection does not apply to a term employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the employee’s term of employment.

48:04 A seniority list will be prepared by April 1 by the Employer based on service up to and

including December 31 of the previous year. The lists will be posted at work locations as determined by the Employer.

48:05 A seniority list will be prepared for the following types of employees by classification groupings in order of seniority:

- (a) permanent; and
- (b) term.

48:06 Grievances concerning the calculation of seniority must be filed with the Director of Human Resources within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

ARTICLE 49 - PART-TIME EMPLOYEES

49:01 The calculation of benefits for part-time employees covered by this Agreement will be as set out in Appendix "C" - Application of Benefits to Part-time Employees.

ARTICLE 50 - HOURS OF WORK

50:01 All employees shall work thirty-six and one-quarter (36%) hours per week, except employees classified as Activities Instructor 2, Licensed Practical Nurse, or Nurse 2 who shall work forty (40) hours per week.

50:02 Regular Work Day and Regular Work Week

Pursuant to Section :01 employees shall work seven and one-quarter (7%) or eight (8) consecutive hours per workday exclusive of meal periods and thirty-six and one-quarter (36%) or forty (40) hours per workweek. Alterations to the foregoing shall only be by written mutual consent of both parties to this Collective Agreement. This provision does not relate to the times of work in Section :03 or the days of work in Section :04.

50:03 Times of Work

Normal hours of work shall be between 8:30 a.m. and 5:00 p.m. Where the necessity to provide service to the public creates a need to set different times of work other than those referenced in the flexible hours guidelines the Employer, after meaningful consultation with the Union, may set different times of work. This provision does not relate to the workday and workweek in Section :02 or the days of work in Section :04.

50:04 Days of Work

The days of work shall be Monday to Friday inclusive. If it becomes necessary to provide service to the public on Saturdays and/or Sundays, **an** employee's day(s) of work may be altered to include a Saturday and/or Sunday, subject to the following:

- (i) The Employer shall endeavour to staff these situations through the use of volunteers from among existing staff.
- (ii) In the event insufficient volunteers can be recruited, the Employer shall consult with the Union regarding any changes to the days of work existing employees. Any alteration to the days of work requires the mutual agreement of the Employer and the Union.
- (iii) An employee whose days of work are changed shall then be given a minimum of thirty (30) days' notice prior to the implementation of the change to her days of work.

50:05 Notwithstanding :04 above, the Employer may post vacant or new positions with a requirement for weekend work.

50:06 Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day at such times as may be specified by the employees' immediate supervisor.

50:07 On **an** occasional basis and upon mutual agreement between the Employer and the employee, an employee may vary her hours of work and/or her workday in order to provide service. In these circumstances, and additional hours worked beyond the normal workday and all hours worked on an alternate workday shall be taken back at a time mutually agreed between the Employer and employee within six (6) weeks following the date on which the additional hours and/or alternate workday occurred. Overtime does not apply in these circumstances.

ARTICLE 51 - OVERTIME

51:01 (a) Overtime shall mean any authorized time worked in excess of regular hours established under Article 50:02.

- (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.

51:02 Overtime rates shall be:

- (i) Employees shall receive one and one-half times (1½ X) their basic rate of pay for

all hours of authorized overtime worked in any one (1) day.

- (ii) Overtime worked on the employee's first day of rest shall be paid at the rate of one and one-half times (1½ X) the employee's basic rate of pay for the first four (4) hours and two times (2X) the employee's basic rate of pay for all hours worked thereafter.
- (iii) Overtime worked on the employee's second day of rest shall be paid at the rate of two times (2X) the employee's basic rate of pay.

51:03 By mutual agreement between the Employer and the employee, overtime may be compensated by the granting of equivalent time off at the applicable rates. Such times shall be taken by the employee prior to March 31st of any year or paid out, unless otherwise mutually agreed.

51:04 An employee who is absent on paid time off during her scheduled workweek shall, for the purpose of computing overtime pay, be considered as if she had worked her regular hours during such absence.

51:05 An employee, if called out or scheduled to work overtime shall receive for the work, compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's regular work day. A meal break shall not be regarded as affecting contiguity.

51:06 An employee who works at least three (3) consecutive hours of overtime contiguous to a regular workday shall be entitled to a meal allowance of \$8.00.

ARTICLE 52 - SHIFT PREMIUM

52:01 An employee who works a shift where one-half (½) or more of the hours are worked between 6:00 p.m. and 6:00 a.m. shall receive a shift premium of ninety cents (\$0.90) for all hours worked in addition to the employee's regular pay.

52:02 An employee who works an overtime shift will be eligible for shift premium provided the employee is replacing another employee who would have received the shift premium if the employee being replaced had worked the shift. **An** overtime shift is defined as a full shift, (i.e. seven and one-quarter (7¼) or eight (8) hours) which is worked by an employee on an overtime basis.

52:03 The shift premium shall not be included in the calculation of overtime payments, pension, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

ARTICLE 53 - WEEKEND PREMIUM

- 53:01** An employee shall receive seventy cents (\$0.70) premium for all regular hours of work or portions thereof on a Saturday or Sunday.
- 53:02** An employee who works overtime will only be eligible for weekend premium if the employee is replacing another employee who would have received the weekend premium if the employee being replaced had worked.
- 53:03** The weekend premium shall not be included in the calculation of overtime payments, pension, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

ARTICLE 54 - STAND-BY

- 54:01** An employee, who has been designated by the Employer or authorized supervisor to be available on stand-by during off duty hours, shall be entitled to payment of twelve dollars and fifty cents (\$12.50) for each eight (8) hour period or less of stand-by on a regular working day. For stand-by on a day of rest or on a paid holiday that is not a working day, the payment shall be sixteen dollars (\$16.00) for each eight-(8) hour period or less.
- 54:02** To be eligible for stand-by payment, an employee designated for stand-by duty must be available during the period of stand-by at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 54:03** An employee on stand-by who is called back to work, shall be compensated in accordance with call-out provisions of the overtime Article 50 in addition to stand-by pay.

ARTICLE 55 - DEFERRED SALARY LEAVE PLAN

- 55:01** The Employer agrees to administer a Deferred Salary Leave Plan for employees in this bargaining unit.
- 55:02** Employees may apply to the Employer 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.
- 55:03** The implementation of the Deferred Salary Leave Plan will become effective the first bi-weekly pay period following the date of notice of a positive tax ruling from Revenue Canada.

ARTICLE 56 - COURT LEAVE

56:01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all witness fees received by the employee shall be remitted to the Employer.

56:02 Should an employee be summoned or subpoenaed for matters occasioned by the employee's work during the employee's off duty hours, or while the employee is on vacation, the employee shall receive applicable overtime rates in accordance with the overtime provisions. **An** employee's lost vacation time will not be reaccumulated.

ARTICLE 57 - ACTING STATUS

57:01 Where the Employer or designate directs an employee employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, for ten (10) or more consecutive working days, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the acting status is revoked. Upon the acting status being revoked the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate of pay for the employee's original position that the employee would be paid if the employee had never held the acting status.

57:02 For purposes of interpretation of this Article, "duties and responsibilities" means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.

ARTICLE 58 - QUALIFICATION PAY

58:01 Employees classified as Nurse 2 (NN2) and holding a Bachelor of Nursing Science Degree shall receive qualification pay in the amount of \$100 per month (\$46.00 bi-weekly). Such amount will be pro-rated for part-time employees based on their EFT designation.

ARTICLE 59 - EMPLOYEES OCCUPYING MORE THAN ONE POSITION

59:01 Part-time employees shall be eligible to apply for and occupy more than one (1) part-time

position within the sites comprising the Winnipeg 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.

- 59:02** 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.
- 59:03** 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.
- 59:04** 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.
- 59:05** All accrued benefits, i.e., vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- 59:06** 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.
- 59:07** Employees taking on an additional position will be subject to a probation period in accordance with Article 13. If, during this probation period, the applicant found by the Employer to be unsatisfactory in her new position, she shall relinquish that position.
- 59:08** Where an approved arrangement is later found to be unworkable, the affected employee will be required to relinquish one of the positions occupied.

SIGNING PAGE

In witness whereof the duly authorized representatives of the parties hereto have set their hand to execute this Collective Agreement on this 20th day of July 2001.

WITNESS

ON BEHALF OF THE WRHA

WITNESS

ON BEHALF OF THE WRHA

WITNESS

ON BEHALF OF THE MGEU

WITNESS

ON BEHALF OF THE MGEU

APPENDIX “A”

Exclusions From The Terms Of The Agreement

The bargaining unit shall comprise all employees in classifications listed in the Salary Schedule except those employees in positions mutually agreed to between the parties or as excluded under the provisions of the Labour Relations Act.

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.

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.

Guidelines to be considered in negotiating exclusions shall be position classifications the incumbents of which are employed:

- (a) for the primary purpose of exercising executive management functions;
- (b) in a confidential capacity in matters relating to labour relations.

The exclusions of incumbents of new classifications established by the Employer shall be determined in accordance with the above unless specifically excluded by virtue of their being covered by another bargaining unit as determined by the Manitoba Labour Board.

APPENDIX "B"

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 2001 Manitoba Dental Association (MDA) Fee Guide;
- (b) the 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 August 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 August 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 August 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 August 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 2001 Optometric or Ophthalmological Fee Guide;
- (b) the 2002 and 2003 Fee Guides will be implemented effective January 1 of each respective year;
- (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 August 1, 2001.

Long Term Disability Income Plan

The parties agree that the benefits plan shall provide an employer paid Long Term Disability Income Plan for eligible employees. The regulations governing this plan will be established pursuant to the Government Employees Master Agreement.

Ambulance And Hospital Semi-Private Plan

The parties agree that the benefits 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 consistent with those established pursuant to the Government Employees Master Agreement.

Drug Plan

1. The Employer 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.

APPENDIX "C"

Application Of Benefits To Part-time Employees

Definitions

1:01 "accumulated service" means the equivalent length of service acquired by an employee by virtue of the employee's employment; e.g. for an employee in an eight (8) hour per day classification. The figures for seven and one-quarter (7%) hour per day classifications are shown in brackets.

- 8 (7%) hours work equals one (1) day of accumulated service;
- 40 (36%) hours work equals one (1) week of accumulated service;
- 80 (72 ½) hours work equals one (1) bi-weekly pay period of accumulated service;
- 168 (152%) hours work equals one (1) month of accumulated service;
- 2,016 (1,827) hours work equals one (1) year of accumulated service.

(a) For purposes of accumulated service, overtime hours are not included.

(b) Accumulated service must be continuous service, i.e. there must have been no break in service involving termination of the employee.

1:02 "calendar service" is based on continuous service with the employer. Example: one (1) year of continuous employment equals one (1) year of calendar service.

Conversions

2:01 A part-time employee who is converted to casual is no longer covered by the collective agreement effective the date of the employee's conversion.

2:02 A casual employee who is converted to part-time status receives no credit for calendar or accumulated service as a casual employee.

2:03 Where a part-time employee who has been covered by the collective agreement has been converted to casual employment and is subsequently reconverted to part-time employment with no break in service, the period of casual employment shall be treated as a period of leave of absence. While this does not affect the continuity of employment, the period of casual employment does not count as calendar or accumulated service for purposes of benefit determination.

General Principles

3:01 Where a benefit is to be pro rated for a part-time employee it will be calculated so that if two (2) part-time employees were sharing a full time position the total cost to the

Employer of that benefit is no greater than the cost of having the position filled by a full-time employee.

3:02 In pro rating a benefit, the factor used shall be the employees' EFT designation.

Benefits

4:01 Part-time employees will only be eligible for the benefits specifically identified in this Section.

4:02 Holidays

- (a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:
 - i) did not fail to report for work after having been scheduled to work on the day of the holiday; and
 - ii) has not absented himself or herself from work without the consent of the Employer on the employee's regular working day immediately preceding or following the holiday unless the employee's absence is by reason of established illness.
- (b) Where **an** employee is eligible for holiday pay or time in lieu the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro rating factor.
- (c) Where the Employer requires an employee to work a full shift, i.e. seven and one-quarter ($7 \frac{1}{4}$) or eight (8) hours as a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half ($\frac{1}{2}$) day of compensatory leave with pay to a maximum of four **(4)**hours.

4:03 Vacation

- (a) Twenty-one **(21)** days of accumulated service equals one **(1)** vacation credit, i.e. $1\frac{1}{4}$, $1\frac{1}{2}$, $2 \frac{1}{12}$ or $2\frac{1}{2}$ days.
- (b) An employee begins accumulating service on the first day of the month following the date of appointment unless the employee has been appointed on the first of a month.
- (c) Long service vacation eligibility is based on calendar service.

4:04 Sick Leave

- (a) Ten (10) days of accumulated service equals one (1) sick leave credit; i.e. ½ or 1 day for those employees accumulating sick leave credits on a bi-weekly basis. For those accumulating sick leave credits on a monthly basis, 21 days of accumulated service equals one credit (1¼ days).
- (b) **An** employee starts accumulating service on the first of the bi-weekly pay period (or month, if applicable) following the date of appointment unless the employee has been appointed on the first working day of a bi-weekly pay period or a calendar month.
- (c) Where applicable, calendar service is used to determine eligibility for receiving sick leave credits at a higher rate, i.e. one (1) day per bi-weekly pay period rather than one-half (½) day per bi-weekly pay period.

4:05 Compassionate, Court, Paternity, Adoptive Parent and Parental Leaves

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

4:06 Maternity Leave

- (a) Regular part-time employees are eligible for maternity leave Plan A or Plan B.
- (b) **To** qualify for maternity leave, calendar service is used, i.e. seven (7) months.
- (c) **An** employee who qualifies is eligible for the full calendar time leave provided under the Agreement, i.e. seventeen (17) weeks.
- (d) For Plan A, the application of ten (10) days sick leave towards the Employment Insurance waiting period will be calculated by multiplying the number of days accumulated sick leave the employee has (up to ten [10] days) by the pro rating factor.
- (e) For Plan B, Employer payments will be based on the difference between the percentage of weekly earnings covered by Employment Insurance and ninety-three percent (93%) of the weekly earnings. Weekly earnings will be as determined by Human Resources Development Canada (HRDC) and will be subject to the Employment Insurance maximum.

4:07 Workers Compensation

An employee who is eligible for Workers Compensation may use accumulated sick leave to supplement Workers Compensation in accordance with Article 27 - Workers Compensation.

4:08 Bridging of Service

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

4:09 Severance Pay/Pre-retirement Leave

Accumulated service is the basis for meeting the minimum service requirements and for the calculation of severance pay or pre-retirement leave.

4:10 Notice of Lay-off, Resignation or Termination

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

4:11 Merit Increases

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

4:12 Overtime

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

4:13 Shift Premium

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

4:14 qualification Pay

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

4:15 Probation

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

4:16 Seniority

Seniority is based on accumulated service.

4:17 Lay-off

Accumulated service is used for purposes of lay-off.

4:18 Dental Plan

A part-time employee who has met the eligibility criteria for the Dental Plan shall be eligible for coverage of dental expenses, as set out for part-time employees in the respective dental plans. No coverage for a spouse or dependents will be provided.

APPENDIX "D"

Privately Owned Vehicles

1:01 Reimbursement Rates

An allowance for the use of a privately owned vehicle, for travel on authorized WRHA business, shall be paid in accordance with the following:

- (a) Effective August 1, 2001 -- \$0.34 per km.
- (b) The rate in (a) above will be increased October 1, 2001 in accordance with the following formula:

An amount calculated by measuring the average percentage increase in the Private Transportation Component of the Manitoba Consumer Price Index from July 2000 to June, 2001 as follows:

July2000	+	Aug 2000	+	+	May2001	+	June 2001	=	Total	Percentage
July 1999		Aug 1999				May 2000		June 2000		Increase	

- (c) The rates in (b) above shall be increased October 1, 2002, by the same formula as in (b) reflecting the increase in the index from July 2001 to July 2002.

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

1:03 Residence to Work Location

Transportation of an employee between the employee's residence and headquarters may not be claimed except where the employee has been called back to return to work:

- i) outside of the employee's normal hours on the employee's regular working day or shift; or
- ii) on the employee's day of rest.

Business Insurance

2:01 Employees shall be reimbursed for the additional cost of business rate insurance above that required for the all purpose rate, or pleasure use rate for a truck, when use of the vehicle will exceed one thousand six hundred and nine (1,609) kilometres on Employer business in the insurance year.

MEMORANDUM OF AGREEMENT

Subject: Lump Sum Payment

A one-time lump sum amount of three hundred dollars (\$300) will be paid to all employees on staff as of June 6, 2001 who are not otherwise eligible for a special adjustment during the life of the Agreement as per the Memorandum of Settlement between the parties. The payment is not subject to superannuation or group life insurance deductions. The amount is pro-rated for part-time employees and employees with less than twelve (12) months of continuous service as at July 1, 2001.

On Behalf of the WRHA

On Behalf of the MGEU

Date

LETTER OF INTENT

Subject: Job Sharing

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

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

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

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

On Behalf of the WRHA

Date

FLEXIBLE HOURS GUIDELINES

The Employer will determine the most suitable arrangements of hours of work for employees in accordance with the following guidelines:

- (a) The office must remain open during the hours 8:30 a.m. to 4:30 p.m. with an extension to 5:00 p.m. where it is deemed necessary to provide service to the public.
- (b) Variations in employees' hours of work may occur as a result of staggered starting or finishing times or an alteration in the time allowed for lunch.
- (c) The earliest starting time is 7:30 a.m., the latest finishing time is 6:00 p.m. and the minimum allowable lunch period is forty-five **(45)** minutes.
- (d) Varied starting or finishing times must comprise a minimum of thirty (30) minutes prior to or after established office hours.
- (e) Service to the public must not be downgraded by the change in hours.
- (f) Employees must work seven and one-quarter (7 $\frac{1}{4}$) or eight (8) hours per work day and thirty-six and one-quarter (36 $\frac{1}{4}$) or forty (40) hours per week exclusive of lunch periods.
- (g) **All** employees must be present at work during a core period of 10:00 a.m. to 3:00 p.m., less lunch periods.
- (h) The normal workweek continues to be Monday to Friday inclusive.

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Health Soc Dev Spec 3 (HS3)	annual											
	bi-weekly											
	hourly	\$17.85	\$18.55	\$19.25	\$19.95	\$20.65	\$21.35	\$22.05	\$22.75	\$23.45	\$24.15	\$24.85
Health Soc Dev Spec 4 (HS4)	annual											
	bi-weekly											
	hourly	\$18.95	\$19.65	\$20.35	\$21.05	\$21.75	\$22.45	\$23.15	\$23.85	\$24.55	\$25.25	\$25.95
Health Soc Dev Spec 5 (HS5)	annual											
	bi-weekly											
	hourly	\$21.55	\$22.25	\$22.95	\$23.65	\$24.35	\$25.05	\$25.75	\$26.45	\$27.15	\$27.85	\$28.55
Home Advisor 1 (HV1)	annual											
	bi-weekly											
	hourly	\$14.00	\$14.70	\$15.40	\$16.10	\$16.80	\$17.50	\$18.20	\$18.90	\$19.60	\$20.30	\$21.00
Home Economist 2 (HE2)	annual											
	bi-weekly											
	hourly	\$13.25	\$13.95	\$14.65	\$15.35	\$16.05	\$16.75	\$17.45	\$18.15	\$18.85	\$19.55	\$20.25
Home Economist3 (HE3)	annual											
	bi-weekly											
	hourly	\$21.45	\$22.15	\$22.85	\$23.55	\$24.25	\$24.95	\$25.65	\$26.35	\$27.05	\$27.75	\$28.45
Language Spec 3 (LG3)	annual											
	bi-weekly											
	hourly	\$15.15	\$15.85	\$16.55	\$17.25	\$17.95	\$18.65	\$19.35	\$20.05	\$20.75	\$21.45	\$22.15
Nurse Ins Men Hth 2 (NM2)	annual											
	bi-weekly											
	hourly	\$16.25	\$16.95	\$17.65	\$18.35	\$19.05	\$19.75	\$20.45	\$21.15	\$21.85	\$22.55	\$23.25
Nurse Ins Men Hth 3 (NM3)	annual											
	bi-weekly											
	hourly	\$18.35	\$19.05	\$19.75	\$20.45	\$21.15	\$21.85	\$22.55	\$23.25	\$23.95	\$24.65	\$25.35
* Lic Practical Nurse (LPN)	annual											
	bi-weekly											
	hourly	\$16.25	\$16.95	\$17.65	\$18.35	\$19.05	\$19.75	\$20.45	\$21.15	\$21.85	\$22.55	\$23.25
* Nurse 2 (NN2)	annual											
	bi-weekly											
	hourly	\$18.65	\$19.35	\$20.05	\$20.75	\$21.45	\$22.15	\$22.85	\$23.55	\$24.25	\$24.95	\$25.65