

Collective Agreement

between

Winnipeg Regional Health Authority

and

Manitoba Government and General Employees' Union

Representing Families First Home Visitors

April 1, 2009 to March 31, 2013

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Preamble

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

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) “Classification” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same pay schedule applied to, all positions in the group;
- (c) “Continuous Service” or “Continuous Employment” means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination of the employee. In the calculation of continuous service, any approved leave of absence with pay shall not affect continuous service and any authorized leave of absence without pay or a temporary lay-off, while not considered a break in service, shall not be counted in the total continuous service.

Example: Ten (10) years consecutive and contiguous service with six (6) months leave of absence without pay or six (6) months seasonal lay-off = nine and one-half (9½) years continuous service;

- (d) “Dismissal” means the removal for disciplinary reasons from a position of employment for just cause;

- (e) “Employee” means a person employed in a position in the bargaining unit;
- (f) “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;
- (g) “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;
- (h) “Promotion” means a change of employment from one (1) position to another having a higher maximum salary;
- (i) “Term Employee” means an employee engaged for a specified period of time or until completion of a particular project or special assignment;
- (j) “Transfer” means the removal of an employee from a position in a classification and appointing the employee to another position in the same classification or to another position in a different classification having the same maximum rate of pay;
- (k) “Union” shall mean the Manitoba Government and General Employees’ Union.
- (l) “Mutatis Mutandis” means with the necessary changes of detail or with the necessary modifications.
- (m) “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.**

A casual employee shall not be paid less than the current start rates of pay contained in this Collective Agreement.

- (i) Casual employees shall receive vacation pay bi-weekly at the rate of four percent (4%) of the regular hours worked in a bi-weekly period.
- (ii) Casual employees are paid in accordance with the salaries specified in the attached salary schedule. Increments will be earned in accordance with the number of hours worked.
- (iii) Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half (1½x) their basic rate of pay.
- (iv) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 14.
- (v) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 26.
- (vi) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (vii) Retroactive to their first day of employment, seniority shall accumulate on the basis of all regular hours worked for the sole purpose of attaining a permanent position or term position, subject to Article 15. Such casual seniority will not take priority over full-time or part-time employee seniority.
- (viii) Article 28 and 29 herein apply only with respect to the terms of this Article.

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 Recognition

- 2:01** The Employer recognizes the Manitoba Government and General Employees' Union as the sole and exclusive bargaining agent for all employees as defined in the Manitoba Labour Board Certificate No. 5509 except those covered by other Collective Agreements and those excluded by the Act.
- 2:02** It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work, or slowdown and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 28 hereof.
- 2:03** This Agreement shall apply to all employees employed in the Winnipeg Regional Health Authority in classifications listed in Appendix "A" which is attached to and forms part of this Agreement.

Article 3 Duration of Agreement/Renewal

- 3:01** This Agreement shall be effective from **April 1, 2009** up to and including **March 31, 2013** and shall remain in full 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 thirty (30) days, but not more than ninety (90) 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.
- 3:02** The party giving notice shall present its proposals in writing to the other party within thirty (30) days following such notice. This time limit may be changed by mutual agreement between the parties.
- 3:03** This Agreement may be amended during its term by mutual agreement.
- 3:04** All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the bi-weekly pay period following the date of **ratification** of this Agreement unless otherwise specified.

Article 4 New Classification(s)

- 4:01** Where the Employer establishes or proposes to establish a new classification within the bargaining unit, the Union shall be notified. The parties shall commence negotiations on the appropriate salary range for the new classification without undue delay. The application of this clause shall not be deemed to constitute the re-opening of this Agreement.
- 4:02** Where the parties fail to agree on an appropriate salary range for the new classification the matter may be referred to arbitration in accordance with Article 29. The Arbitration Board shall be expressly confined to the sole issue of determining the salary range for the new classification.

Article 5 Pay

- 5:01** Employees shall be paid in accordance with Schedule “A” attached to and forming part of this Collective Agreement.
- 5:02** Where an employee is promoted to a higher classification, the employee shall be paid at a rate of pay set out for that classification in the pay plan that **provides the equivalent of one increment step in relation to the wage rate in her new classification. For the purposes of calculation, this increment shall be at least equivalent in value to the difference between the start rate and Step 1 in the employee’s former classification.**

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

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

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

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

Article 6 Merit Increases

- 6:01** “Merit increase” means an increase in the rate of pay of an employee within the employee’s pay range which may be granted in recognition of satisfactory service on the employee’s anniversary date.
- 6:02** Applicable to employees hired after May 31, 2004, the anniversary date of an employee is the date on which the employee is employed in a position in the bargaining unit except as outlined in Appendix “A”.
- 6:03** An employee’s anniversary date shall not be affected by a change in classification or position.
- 6:04** 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 1,000 regular hours of work during that twelve (12) month period. If an employee has not accumulated 1,000 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 1,000 regular hours during the preceding twenty-four (24) month period. In a similar manner, an employee who has not accumulated 1,000 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 1,000 regular hours.
- 6:05** 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.

- 6:06** The effective date for an employee's merit increase shall be the employee's anniversary date. An employee must be in the classification on the employee's anniversary date in order that the merit increase take effect.
- 6:07** 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 is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under Subsection 6:07 (b);
 - (d) the employee may file a grievance at Step 2 of the grievance procedure. No grievance may be initiated where a merit increase is not granted to an employee under Subsection :07 (b).
- 6:08** 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 date on which the employee accumulates the necessary regular hours of work.

Article 7 Probation

- 7:01** All employees shall be on probation for a period of six (6) months. This period may be extended for up to a further six (6) month period by the Employer.
- 7:02** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the Grievance Procedure within fifteen (15) working

days from the date the employee received notice of the rejection. The **Community Area Director** or designate shall hold a hearing to discuss the grievance with the employee. The employee has the option to have a representative present. The decision at Step 2 shall be final for such grievance.

- 7:03** Subject to 7:02, the rejection on probation of an employee is neither grievable nor arbitrable.
- 7:04** 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.
- 7:05** An employee shall not be required to serve a further probation period, when:
- (a) The employee initiates a transfer to a position in the same classification involving similar duties and responsibilities.
 - (b) The Employer initiates a transfer to a position in the same classification involving similar duties and responsibilities.
- 7:06** An employee who is being rejected during the employee's probation period shall be provided with two (2) weeks' notice or payment in lieu thereof.

Article 8 Management Rights

- 8:01** All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 8:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.
- 8:03** **In any emergency declared by the Employer or disaster declared by EMO, employees are required to perform duties as assigned notwithstanding any contrary provision in the Collective Agreement.**

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

Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 14.

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

Article 9 No Discrimination

9:01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practised with respect to any employee by reason of age, sex **including pregnancy**, marital status **or family status**, race, creed, colour, ethnic or national origin, political or religious affiliation, sexual orientation, **physical or mental disability**, or membership in the Union or activities in the Union, **except as may be allowed under the Manitoba Human Rights Code.**

Article 10 Disciplinary Action

10:01 An employee shall only be disciplined for just cause.

10:02 **Where possible, the Employer shall give the employee prior notice of the nature of the complaint.** A hearing may be held with an employee prior to making a determination to discipline an employee. The employee shall have the option to have a representative present.

10:03 Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.

10:04 An employee may grieve disciplinary action in accordance with the Grievance Procedure.

Article 11 Personnel Files

- 11:01** Upon written request, an employee has the right to examine, with or without a Union Representative, the personnel file kept by the Employer for that employee.
- 11:02** An employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, and reply to any such document. Such reply shall also be placed in her personnel file. Upon written request, the employee shall also receive an exact copy of any document forming part of her file.
- 11:03** There shall be a central personnel file maintained by the Employer for each employee.
- 11:04** **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 12 Resignations

- 12:01** Employees wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which an employee will perform her regular duties.
- 12:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs her regular duties.
- 12:03** Where the last day on which an employee who has submitted a notice of resignation performs her regular duties precedes a Friday which, but for the fact that a general holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated her service on that Friday and shall be eligible for holiday pay for that Friday.

12:04 Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may be given, if it is mutually agreed by the Employer and the employee.

The Employer may give equivalent basic pay in lieu of notice.

Where an employee is absent without leave for five (5) working days, she shall be considered to have abandoned her position and shall be deemed to have resigned without notice on the last day on which she was present at work and performed her regular duties.

12:05 The Employer will make available within seven (7) days after termination, all statutory amounts due to the employee.

12:06 The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to the termination date. Failure to return assigned items may result in the cost of such items being deducted from the employee's final pay.

12:07 An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.

12:08 The Employer may deduct from an employee's final pay an amount equal to the employee's basic pay for the period the employee gives inadequate notice of resignation.

Article 13 Hours of Work

13:01 Regular hours of work for full-time employees will be:

- (a) seven and one-quarter ($7\frac{1}{4}$) hours per day;
- (b) thirty-six and one-quarter ($36\frac{1}{4}$) hours per week.

13:02 Regular hours of work shall:

- (a) exclude a meal period of forty-five (45) minutes duration each day;

(b) include two (2) rest periods of fifteen (15) minutes each day at a time to be determined by the Employer.

13:03 Upon mutual agreement between the Employer and a Home Visitor, employees may work an extended/alternate workday in order to provide direct service to the public (such as meetings with clients, community groups). The extended/ alternate day shall not exceed eleven (11) hours, exclusive of meal breaks. All hours worked on an extended/alternate workday shall be used to effect a shorter work week and shall be taken back within four (4) weeks following the date on which the extended/alternate day occurred. Overtime does not apply to a Home Visitor working extended/alternate days.

13:04 **Where an employee has scheduled and attempts a visit outside of their regular working hours, and the visit is cancelled without the employee being notified, then provided the schedule was authorized or approved by the manager prior to the scheduling of the visit outside of regular hours, the worker will be paid:**

(a) for the actual scheduled visit time at the employee's regular hourly rate where the visit was to be for less than three (3) hours.

(b) where the scheduled visit was for three (3) hours or more the employee shall be paid their regular hourly rate for three (3) hours.

Article 14 Overtime

14:01 (a) An employee required to work in excess of seven and one-quarter ($7\frac{1}{4}$) hours per day shall be paid at the rate of time and one-half ($1\frac{1}{2}x$) for all overtime worked.

(b) Overtime worked on the employee's first day of rest shall be paid at the rate of one and one-half times ($1\frac{1}{2}x$) the employee's basic rate of pay for the first **three (3)** hours and two times ($2x$) the employee's basic rate of pay for all hours worked thereafter.

(c) 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.

14:02 An employee required to work in excess of seventy-two and one-half (72½) hours in the bi-weekly pay period shall be paid at the rate of time and one-half (1½x) for all overtime worked.

14:03 An employee required to work on her days off shall be compensated at time and one-half (1½x).

14:04 Overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate.

14:05 By mutual agreement between the Employer and the employee, overtime may be compensated by the granting of time off at overtime rates.

14:06 Effective October 3, 2006, 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.

14:07 Effective October 3, 2006, 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 four dollars and twenty-five cents (\$4.25).

Article 15 Seniority

15:01 Seniority shall be defined as the total accumulated regular hours paid from the last date the employee entered the bargaining unit.

15:02 Seniority will terminate if an employee:

- (a) resigns;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;

- (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;
- (d) is laid off for more than twelve (12) months;
- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

15:03 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid **income protection**;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of Workers Compensation of up to two (2) years;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) is on an approved parenting leave.

15:04 Seniority will be retained but will not accrue if an employee:

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is absent on Workers Compensation and in receipt of the total and permanent disability benefit established by Workers Compensation;
- (c) is laid off for less than twelve (12) months;
- (d) is on the trial period of an out-of-scope position.

- 15:05** The Employer agrees to maintain a seniority list showing the seniority accumulated by an employee during the calendar year. This list shall be updated each year and sent to the Union by March 31 of the following year.

Article 16 Lay-off and Recall

- 16:01** In the event of a lay-off, employees other than probationary and temporary employees, shall receive two weeks' notice or pay in lieu of such notice.
- 16:02** The Employer shall determine the classification from which a lay-off is to occur. Employees shall be laid off in reverse order of seniority providing the qualifications of the employees are relatively equal.
- 16:03** 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, or she may choose to accept lay-off. Any employee thus displaced shall have the same rights.
- 16:04** 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.
- 16:05** 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.
- 16:06** No new employee shall be hired to fill vacancies when employees who are eligible for recall are qualified, able and available to fill the vacancy except in an emergency.
- 16:07** Employees on lay-off are to be recalled in order of seniority. Such recall shall be made by registered mail, and shall provide for a minimum of one (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 scheduled. 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.

- 16:08** 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.
- 16:09** 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.
- 16:10** 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.
- 16:11** 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.
- 16:12** Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.
- 16:13** Accumulated vacation entitlement shall be paid out at time of lay-off, unless the parties agree otherwise.
- 16:14** Employees who are absent from work due to an approved leave of absence 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.

- 16:15** 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.
- 16:16** For purposes of this Article, "qualifications" refers to education, knowledge, training, skills, experience, aptitude, and competence. "Ability" refers to mental, and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.

Article 17 Recognized Holidays

- 17:01** The following are recognized holidays:

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

Any other holiday proclaimed by Federal or Provincial Statute.

- 17:02** An employee shall be entitled to her regular pay for the recognized holidays listed in 17:01 above, and when required to work on the recognized holiday, in addition to her regular pay, shall be compensated at time and one-half (1½x) for all hours worked in the form of pay or compensatory leave.

- 17:03** An employee will be eligible for pay for a recognized 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 recognized holiday; and
 - (b) has not absented herself from work without the consent of the Employer on her regular working day immediately preceding or following the recognized holidays unless her absence is by reason of established illness.
- 17:04** (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 24 when that day falls on Monday through Friday. This day shall be considered a full work day for purposes of calculation.
- (b) Where the Employer requires an employee to work a regular work day on December 24 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.
- 17:05** Effective October 3, 2006, subject to the call-out provisions as provided in Article 14:06, an employee who is required to work on the recognized 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 recognized holiday. Such overtime compensation is in lieu of the overtime compensation to which the employee would otherwise be eligible pursuant to Article 14:01, for a day of rest.

Article 18 Vacation

- 18:01** For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.
- 18:02** 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 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 ($2\frac{1}{2}$) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter;
- (e) Notwithstanding Subsections (a), (b), (c), and (d), employees terminating in their second year of service shall have their vacation leave credits cashed out at the rate of one and one-quarter ($1\frac{1}{4}$) days per complete month of service and employees terminating in their ninth 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 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.

18:03 An employee shall accumulate vacation credits from date of employment.

18:04 (a) With the exception of the conditions referred to in Subsection :04 (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 :04 (b) and :04 (f), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
- (f) The Employer may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one (1) previous year's vacation entitlement.
- (g) The Employer may authorize an employee to take vacation leave in two (2) or more periods.
- (h) An Employer, if it finds it necessary, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.

18:05 Where an Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.

18:06 Subject to operational requirements, vacation leave shall be rotated regardless of seniority of employment.

18:07 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.

- 18:08** Where an employee dies, the employee's estate shall receive payment for the value of the employee's accumulated vacation credits.
- 18:09** Where an employee is absent for up to one (1) year due to compensable illness or injury for which compensation is paid under the Workers Compensation Act, she shall continue to earn vacation credits.
- 18:10** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant **income protection** and credit the employee with alternate days vacation equivalent to the number of days approved **income protection** providing the illness is over three (3) days and requires hospitalization. The employee will be responsible to provide proof of hospitalization satisfactory to the Employer.

Article 19 Income Protection

- 19:01** **Income protection** is provided to an employee to protect her from loss of earnings to the extent of her earned **income protection** credits when she is incapacitated by illness, injury, quarantine or for an absence as a result of a claim that is pending a decision of the Workers Compensation Board.
- 19:02** An employee shall earn **income protection** with pay credits calculated on the basis of one and one-quarter (1¼) working days for each month of service. Part-time employees shall accumulate **income protection** credits on a pro-rata basis of regular hours worked.
- 19:03** When an employee is unable to report to work due to illness or injury, she shall report this to her immediate supervisor, one (1) hour prior to the commencement of the shift or as soon thereafter as the means of communication permits.
- 19:04** Prior to returning to duty while on **income protection**, an employee shall inform her immediate supervisor of when she expects to return to duty.

- 19:05** The Employer reserves the right to require a medical certificate to substantiate an employee's claim for **income protection** or to determine an employee's fitness to perform her job.
- 19:06** Days off and holidays which fall within the period of **income protection** shall not be considered a part of, or charged to the employee's accumulated **income protection**.
- 19:07** (a) For each one and one-quarter ($1\frac{1}{4}$) days of **income protection** accumulated, one (1) day* eighty percent (80%) shall be reserved exclusively for the employee's personal use as outlined in Article 19:01. The remaining one-quarter ($\frac{1}{4}$) of a day* twenty percent (20%) shall be reserved for either the employee's personal use as outlined in Article 19:01 or for use in the event of family illness as specified in Article 19:07 (b).
- *In the employee's first year of employment amend "one (1) day" to read "three-quarters ($\frac{3}{4}$) of a day" and amend "one-quarter ($\frac{1}{4}$) of a day" to read "one-half ($\frac{1}{2}$) of a day".
- (b) An employee may use up to five (5) days' **income protection** in any one (1) calendar year for illness of a spouse, child, or parent.
- 19:08** (a) **Time off for medical, dental and chiropractic examinations or treatments, including reasonable travel time, shall be granted and such time off shall be chargeable against the employee's accumulated income protection credits, providing the following conditions are met:**
- **Whenever possible, appointments are to be made on the employee's day off or at a time when she is not on duty;**
 - **If the above is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to service delivery.**
- (b) **If the employee chooses a doctor, dentist or chiropractor outside of her community, such time off with pay will be granted to a maximum of three (3) hours. Increased time may be considered**

by the Employer in extenuating circumstances on an individual basis.

- (c) Should it be necessary for an employee to attend a doctor, dentist or chiropractor outside of her community by reason of non-availability of service in her community, the employee shall be allowed up to one (1) shift off with pay, to the extent that income protection credits have been accumulated, for the time necessary to attend such appointments to the nearest point of available service.

Article 20 Bereavement and Compassionate Care Leave

- 20:01** The Employer will grant a paid bereavement leave of absence of up to four (4) days for death of members in the immediate family. For the purpose of clarification of this Agreement, immediate family means: spouse, fiancé, common-law spouse, same-sex partner, former legal guardian, child, mother, father, stepmother, stepfather, stepchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, current son-in-law and current daughter-in-law or any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- 20:02** An employee who is entitled to bereavement leave under Sections :01 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.
- 20:03** Provided an employee has not received bereavement leave for the death in question, the employee shall be entitled to bereavement leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer or mourner.
- 20:04** An employee shall be entitled to additional bereavement 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.

20:05 Compassionate Care Leave

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

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

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

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

- (3) a parent of the employee or a **parent of the employee's** spouse or common-law partner;
 - (4) **a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;**
 - (5) **a current or former foster parent of the employee or of the employee's spouse or common-law partner;**
 - (6) **a current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;**
 - (7) **the spouse or common-law partner of a person mentioned in any of the clauses (3), (4), (5) and (6);**
 - (8) **any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, or marriage or common-law relationship.**
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 15:03.
- (h) Where applicable, an employee may apply to utilize **income protection** to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined above.

Article 21 Maternity Leave

21:01 An employee who qualifies for maternity leave may apply for leave in accordance with either **Plan A** or **Plan B** but not both.

21:02 **Plan A**

Every pregnant employee:

- (a) who has completed seven (7) continuous months of employment for or with the Employer;
- (b) who submits to the Employer an application in writing for leave under this Article at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) who provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery is entitled to and shall be granted maternity leave without pay consisting of a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned above; or
- (d) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (e) the Employer may vary the length of maternity leave upon proper certification by the attending physician.

21:03 (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated **income protection** against the Employment Insurance waiting period.

- (b) Should the employee not return to work following her maternity leave and, where applicable, parental leave for a period of employment sufficient to allow for re-accumulation of the number of sick days

granted under Subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of terminating. Approved **income protection** with pay granted during the period of return shall be counted as days worked.

21:04 Plan B

For employees who commence maternity leave on or after April 1, 2011.

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

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

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

- (a) she will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work; and**
- (b) if she does not take parental leave as provided in Article 23, 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 23, she will return to work on the date of the expiry of her parental leave; and
- (d) should she fail to return to work as provided above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.

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

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 (c) above; 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 (c) above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

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 may be provided under D15:08 shall be on leave without pay basis.

Plan B does not apply to term employees.

- 21:05** Where an employee's anniversary date falls during the period of maternity leave the employee shall be eligible to receive a merit increase in accordance with Article 6:04, effective the date upon which she returns to her position of employment.
- 21:06** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave times the pro-rating factor shall be credited as service towards eligibility for long service vacation and long service **income protection** entitlements. For calculation purposes the period of maternity leave shall not exceed seventeen (17) weeks.
- 21:07** Sections 36 (1) through 36 (11) inclusive of the Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

Article 22 Paternity Leave/Adoptive Leave

- 22:01** A male employee shall be granted up to one (1) days' leave of absence with pay to attend to needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to or discharge from the hospital.
- 22:02** An employee shall be granted one (1) days' 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 23 Parental Leave

- 23:01** 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.

23:02 An employee who qualifies under 23:01 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.

23:03 An employee who qualifies in accordance with 23:01 and 23:02 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.

23:04 Subject to Section 23:05, 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.

23:05 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 24 Workers Compensation

24:01 Where an employee is unable to work as a result of a compensable injury incurred in the course of performing regular duties that employee shall apply for Workers Compensation benefits.

24:02 Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.

- 24:03** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.
- 24:04** 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 **income protection** credits accrued at the time the employee commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's **income protection** credits have been exhausted. Net salary shall be as determined by the Workers Compensation Board.
- 24:05** Notwithstanding Section :01, an employee's pay may only be "topped up" by ten percent (10%) of net salary.
- 24:06** 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.
- 24:07** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

Article 25 Union Business

- 25:01** 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 her immediate supervisor who shall forward the request to the Employer for approval. The Union will also provide a copy of the written request to the Director of Human Resources or designate.

- (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days notice, the request shall be considered and shall not be unreasonably denied.
- (c) Where such leave of absence has been granted the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence plus benefit costs.

- 25:02**
- (a) For time spent with Employer representatives during collective bargaining, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a time off with pay basis.
 - (b) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the purpose of collective bargaining. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
 - (c) Subject to the mutual agreement of the parties, the total number of employees referred to in both (a) and (b) above may be changed provided any additional employees are on leave without pay or on wage recovery as per Section :01 (c).

- 25:03** The Employer agrees to allow the Union use of bulletin boards in each workplace for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to refuse to post or remove the posting of any information.

- 25:04** All approved Union leave shall be processed for wage recovery plus benefits costs according to the employees previously scheduled hours with the time recorded as seniority and service for all benefits.
- 25:05** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.

Article 26 Union Security

- 26:01** 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.
- 26:02** The Employer 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.
- 26:03** The Employer shall provide the Union on a bi-weekly basis per each applicable bi-weekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 26:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 26:05** Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following:
- (a) the name of each employee;
 - (b) the classification of each employee;

(c) the current rate of pay of each employee.

- 26:06** When a new employee is hired, the Union may request up to fifteen (15) minutes during normal working hours to meet with the new employee for the purpose of acquainting her with the Union.
- 26:07** The personal information as identified in 26:05 above may only be used by the Union for the purpose of communicating with the members. The Union acknowledges that it shall have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of personal information. The Union further agrees that when disposing of or storing this information it shall take care that this information is transported, stored or destroyed in a secure manner.

Article 27 Rights of Stewards

- 27:01** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 27:02** The Employer recognizes the Union’s right to select stewards to represent employees.
- 27:03** The Union agrees to provide the Employer with a list of stewards and any subsequent changes. The Union shall provide appropriate identification for stewards.
- 27:04** Stewards and employees shall not conduct Union business during their working time.
- 27:05** Where a steward considers that an urgent complaint requires immediate investigation, she shall notify the Union office in order that a staff representative may be assigned to the matter.
- 27:06** Where it is necessary for a steward to attend a grievance hearing, the steward shall first obtain permission from the Employer at least three (3) days in advance of the hearing.

27:07 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.

Article 28 Grievance Procedure

28:01 A grievance shall be defined as a written complaint arising out of the interpretation, application, or alleged violation of this Agreement.

28:02 An earnest effort shall be made to settle grievances fairly and equitably in the following manner. However, nothing in this Agreement shall preclude the Employer or the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.

28:03 Local union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off without loss of pay to meet with the Employer for the purpose of processing grievances. Such permission shall not be unreasonably withheld.

28:04 **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 **Team Manager** or designate;
- (b) The **Team Manager** 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;
- (c) The **Team Manager** 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 2

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to the **Community Area Director** or designate within fifteen (15) working days of the receipt of the decision at Step 1;
- (b) The **Community Area Director** or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union with fifteen (15) working days of receipt of the grievance;
- (c) For those grievances defined in accordance with Section :02, the **Community Area Director** 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.

28:05 An employee claiming to be demoted, discharged or suspended without just cause may submit a grievance directly to the **Community Area Director**.

28:06 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the **Community Area Director**.

28:07 An employee may choose to be accompanied by a local union representative at any stage of the grievance procedure.

Article 29 Grievance Arbitration Procedure

29:01 Within twenty (20) working days after receiving the **Community Area Director** or designates reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

29:02 Unless both parties agree to a sole arbitrator within ten (10) working days following the matter being referred to arbitration, each party shall in the next ten (10) working days give notice to the other party in writing naming its nominee to the arbitration board.

- 29:03** The two (2) named members of the board shall within ten (10) days name a third member of the board who shall be chairperson.
- 29:04** In the event of a failure to agree to a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- 29:05** The arbitration board or the sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement or to modify or amend any portion of this agreement.
- 29:06** The board shall determine its own procedures but shall provide full opportunity to all parties to present evidence and make representations. The board shall hear and determine the differences or allegations and render a decision within ten (10) days from the time it holds its final meeting.
- 29:07** The decision of the majority or the sole arbitrator shall be the decision of the board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board. The decision of the board of arbitration or the sole arbitrator shall be final and binding and enforceable on all parties and may not be changed.
- 29:08** Within five (5) days of receipt of the award should the parties disagree as to the meaning of the decision of the board or the sole arbitrator either party may apply to the chairperson of the board of arbitration or sole arbitrator to reconvene. Within five (5) days the board of arbitration or the sole arbitrator shall reconvene to clarify the decision.
- 29:09** **Expenses of the Board**
Each party shall pay:
- (a) The fees and expenses of the arbitrator it appoints.
 - (b) One-half (1/2) the fees and expenses of the chairperson or sole arbitrator.
- 29:10** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

- 29:11** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.
- 29:12** For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.
- 29:13** Employees who are subpoenaed to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her either the Employer or Union, shall be responsible for compensating her for any salary which would otherwise be lost.
- 29:14** **The parties hereto agree that an employee of the Regional Health Authority and a staff member of the Manitoba Government and General Employees' Union shall not be eligible for appointment as a member of the arbitration board or to act as a member of the arbitration board.**

Article 30 Contracting Out

- 30:01** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:
- (a) the Employer will provide the Union with one hundred twenty (120) days' notice;
 - (b) during the notice period the parties shall meet to discuss redeployment opportunities.

Article 31 Technological Change

- 31:01** The Employer agrees that it will endeavour to introduce technological change in a manner which, where possible, will minimize the disruptive effects on services to clients and employees.
- 31:02** For purposes of this Article, technological change means the introduction into the Employer's operation of new equipment or materials which are likely to affect the security of employment of a significant number of employees.

31:03 When the Employer intends to introduce technological change, the following procedure will be followed:

- (a) The Employer will provide the Union with one hundred eighty (180) days notice prior to the date the change is to be effective.
- (b) During this period the parties will meet to discuss the steps to be taken to assist the employees who could be affected.
- (c) Sections 83, 84 and 85 of the Labour Relations Act do not apply during the term of this Agreement.

Article 32 Health and Safety

32:01 The Employer shall in accordance with the objectives and purposes of the Workplace Health and Safety Act:

- (a) Ensure so far as is reasonably practicable, the safety, health and welfare at work of all its employees; and
- (b) Comply with the Workplace Safety and Health Act and regulations.

32:02 The parties recognize the importance of establishing a Workplace Health and Safety Committee structure to enhance the ability of employees and the Employer to resolve health and safety concerns.

32:03 A representative from the Home Visitors bargaining unit will represent the bargaining unit employees on a Winnipeg Regional Health Authority Health and Safety Committee.

32:04 The Employer and the Union agree that “violent or aggressive behaviour” shall not be condoned in the workplace and it is further agreed that both parties will work together in recognizing and resolving such problems should they arise.

- (a) When the Employer is aware that a client has a history of aggressive behavior the Employer will make such information available to employees who provide service to those clients.

(b) Where such a program does not exist, the Employer shall develop an Aggressive Client Conduct Program. Prior to implementing such a program the Employer shall receive a recommendation from the Health and Safety Committee. Such a program will include instruction and dissemination of information.

32:05 The Employer shall provide preventative measures for those employees who may come in contact with infectious diseases in the course of their employment. The provision of such preventative measures will be in accordance with established practise criteria within the Winnipeg Regional Health Authority.

32:06 An employee may refuse to perform work at a workplace where she has reasonable grounds to believe and does believe that the particular work is dangerous to her safety or health, or the safety and health of another employee or any other person.

32:07 Where the employee refuses to work under Section :06 she shall immediately report her refusal and the reasons therefore to her immediate supervisor.

32:08 The immediate supervisor in conjunction with the appropriate authorities will ensure that the employee is not required to continue working under dangerous conditions.

Article 33 Civil Liability

33:01 If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort (law suit) committed by her in the performance of her duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to, being commenced against her shall advise the Employer through the Director of any such notification or legal process.
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or

- (c) the Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer through the Chief Executive Officer; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of her duty as an employee.
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

Article 34 Workplace Harassment

34:01 The Employer's Respectful Workplace Policy is to provide a work environment free of workplace harassment, which encourages mutual respect and cooperation amongst employees.

Any form of harassment including sexual harassment will not be tolerated in the workplace or in connection with the workplace.

Any matters related to the allegation of workplace harassment shall be dealt with in accordance with the Employer's Respectful Workplace Policy and as may be modified from time to time.

34:02 The Employer's Respectful Workplace Policy shall be accessible to all employees.

Article 35 Court Leave

35:01 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. All **jury and** witness fees received by the employee shall be remitted to the Employer.

Article 36 Labour Management Committee

- 36:01** A Labour Management Committee will be established and maintained by the Winnipeg Regional Health Authority. This committee shall consist of equal representation between the Employer and the Union. Except by mutual agreement, the committee shall meet quarterly for the purpose of discussing issues relating to the workplace which affect the parties.
- 36:02** The committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions, but it shall not have jurisdiction over wages, or any matter of the Collective Agreement. The committee shall not supersede the activities of any other committee of the Union or of the Employer and it does not have the power to bind either the Union or its members or the Employer to its discussions or conclusions.
- 36:03** The committee shall have two (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings of the committee and may participate fully in the deliberations and the discussions of the committee.
- 36:04** Employees appointed by and acting on behalf of the Union shall receive basic pay for time spent at Labour Management Committee meetings.

Article 37 Vacancies, Promotions and Transfers

- 37:01** 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.
- 37:02** Upon promotion, an employee shall be paid a rate in the higher salary range within the salary schedule that is if possible not less than one (1) increment

above her former salary. Increments due within twelve (12) months immediately following the promotion shall also be granted.

- 37:03** All permanent vacancies, which fall within the scope of this Agreement, shall be posted for at least seven (7) calendar days. Such postings shall state the classification, and the qualifications required for the position.
- 37:04** All promotions are subject to a six (6) month probation period.
- 37:05** During the probation period, if the employee proves to be unsatisfactory in the new position or if she wishes to revert voluntarily, she shall be returned to her former classification and rate of pay without loss of seniority.
- 37:06** Conditional upon satisfactory performance, the employee shall be declared permanent after the probation period.
- 37:07** An employee, other than a term employee, who accepts a term position will be returned to her former position at the completion of the term position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status.
- 37:08** Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent change.
- 37:09** Employees covered by the WRHA Home Care/Home Support Worker, WRHA Proctor, and WRHA Home Visitors Collective Agreements shall be given consideration for available employment opportunities within these bargaining units prior to external applicants, provided they meet the qualifications.

Article 38 Loss Of or Damage To Personal Effects

- 38:01** 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.

- 38:02** No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects, or for luxury items.
- 38:03** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

Article 39 Employee Transportation

39:01 **Privately-Owned Vehicles**

The applicable reimbursement rates for the use of a privately-owned vehicle, for travel on program business, as authorized by the Employer, shall be thirty-six point seven cents per kilometre (36.7¢/km) or the same as that for employees of the Winnipeg Regional Health Authority represented by the Manitoba Government and General Employees' Union (former Civil Servants), whichever is greater.

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.

39:02 **Bus**

Employees required to use public transportation in the performance of their duties and authorized to do so shall be provided with a monthly bus pass for each month of the year paid for by the Employer.

- 39:03** Taxi fare shall be reimbursed for all travel on the Employer's business between the hours of 12:00 a.m. (midnight) and 6:00 a.m. Upon approval from the Employer, in instances where an employee takes a taxi for safety or other reasons, the employee shall be reimbursed for the fare.

Article 40 Special Provisions Re: Part-time Employees

Part-time employees shall be eligible only for the following benefits and on a pro-rata basis:

Hours Worked at Regular Rate of
Pay in the preceding eight (8) weeks ^x Entitlement of a Full-time Employee
 Full-time Hours

40:01 Income Protection

Part-time employees shall accumulate **income protection** credits on a pro-rata basis, in accordance with the above formula.

40:02 Part-time employees may claim payment from accumulated **income protection** credits only for those hours they were scheduled to work but were unable to work due to illness.

40:03 Vacation

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

40:04 Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

40:05 Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

40:06 Recognized Holidays

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

40:07 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 13.

40:08 Merit Increase

Salary increments for part-time employees will be granted after the completion of 1,000 regular hours of work in the preceding twelve (12) months and based on satisfactory service until the maximum of the appropriate salary schedule is attained.

40:09 Bereavement Leave

This leave shall be pro-rated using the pro-rating factor as outlined above.

Article 41 Employee Benefits Plan/Pension Plan

41:01 All employees will participate in the Health Care Employees' Benefit Plan (HEBP) and the Health Care Employees' Pension Plan (HEPP).

Article 42 Transfer of Work Location

42:01 The Employer shall provide ten (10) days' notice to an employee when the Employer initiates a permanent transfer of the employee from one work location to another.

Article 43 Term Employees

43:01 A term employee is as defined in Article 1:01 (i), "term employee" means an employee engaged for a specified period of time or until completion of a particular project or special assignment.

43:02 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 of thereof;
- (b) the employee shall not be required to give any notice of resignation.

43:03 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 two (2) weeks' written notice prior to the lay-off or granted payment in lieu thereof.

43:04 Where a permanent employee moves into a term position, said employee shall be returned to their existing permanent position on expiry of the term position.

An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

Article 44 Educational Deferred Salary Leave Plan (EDSLP)

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

- 44:01** The EDSLP is self-sustaining and the Employer shall not incur any costs whatsoever as a result of participating in the plan.
- 44:02** That the plan complies in all respects with all Canada Revenue Agency guidelines.
- 44:03** MGEU shall save the Employer harmless from any claims whatsoever from any participants enrolled in the EDSLP which may result from the non-remittance of monies collected in accordance with the plan nor for any short falls in the fund from time to time required to be paid to any of the participants in the plan. It is agreed remittance of all monies to the plan, in trust, is to be forwarded monthly to the carrier of the plan in trust.
- 44:04** Each request for a Leave of Absence (LOA) under EDSLP will be reviewed on an individual basis and will be granted if reasonably possible depending upon operational requirements.
- 44:05** Request for a LOA under EDSLP shall include a description of the course of studies to be approved, the duration of the program, and the name of the institution, and shall be submitted in writing to the applicable Team

Manager/Director with final approval being the responsibility of the Vice-President, Community Care or designate.

Purpose:

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

Contributions:

1. An employee may elect to defer not less than ten percent (10%) and not more than thirty-three and one-third percent ($33\frac{1}{3}\%$) of his/her gross regular bi-weekly earnings for up to five (5) consecutive calendar years for the purpose of funding an Educational Leave of Absence commencing immediately after the end of the deferral period.
2. The Educational Deferred Salary Leave of Absence shall be for a period not less than six (6) continuous months and not for more than twelve (12) continuous months commencing immediately after the end of the deferral period. Due to operational requirements or at the employee's request the leave may be postponed for up to twelve (12) months provided six (6) months written notice is given. In any event the leave must commence no later than six (6) years after the date which salary deferrals for the leave commence.
3. During the period of leave the employee shall not receive any salary or wages other than his or her deferred salary from the Winnipeg Regional Health Authority or from any other person or partnership with whom the Authority does not deal with arm's length. Accordingly the leave is deemed to be a leave of absence without pay for the purpose of all relative provisions of the Collective Agreement.
4. Where applicable, continuation of employee benefits is the responsibility of the employee in accordance with the individual plan(s) text.

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

Article 45 Inclement Weather

45:01 When an employee is unable to attend at work due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, the employee shall be entitled to use available vacation credits, banked time or overtime to offset lost hours.

Article 46 Pre-Retirement Leave

This Article is applicable to employees on staff on October 3, 2006.

46:01 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

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.

46:02 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 the actual hours worked as compared to those of a full-time employee.

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 47 Retroactive Wages

47:01 Retroactive pay will be paid to all employees working during the retroactivity period. Staff who do not currently work for the Employer are required to request such retroactivity pay in writing.

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

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

Article 48 Rehabilitation, Return To Work and Accommodation

48:01 The Employer and the Union agree to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled employees.

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

Article 49 More Than One Position

49:01 Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position with the employer. It is understood that at no time will the arrangement result in additional cost to the Employer. Where it is determined that it is not feasible for the employee to work in more than one (1) position, the employee will have the option of assuming the position applied for and relinquishing their former position.

49:02 At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT, however, it is recognized that daily hours of work may be exceeded, by mutual agreement between the Employer, the employer and the Union.

- 49:03 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).
- 49:04 All salary-based benefits, (i.e. Group Life, Pension, D&R) as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
- 49:05 All accrued employee benefits, (i.e. Vacation, Income Protection), shall be maintained and utilized on the basis of the total of all active positions occupied.
- 49:06 Request for scheduling of vacation, paid or unpaid leaves of absence, etc. shall be submitted to each individual supervisor/manager, and will be considered independently, based on the operational requirements of that area.
- 49:07 Employees taking on an additional position will be subject to a six (6) month trial period in that position. If, during the trial period, the applicant is found by the Employer to be unsatisfactory in her new position, she shall relinquish that position.
- 49:08 Where an approved arrangement is later found to be unworkable, the affected employee will be required to relinquish one (1) of the positions occupied.

Article 50 Medical Fitness


- 50:01 The Employer may require an employee to have a psychiatric examination and/or a physical examination.
- 50:02 A duly qualified medical practitioner giving a psychiatric or physical examination shall complete the forms required by the Employer.
- 50:03 The cost of any examination referred to in 50:02 will be paid by the Employer.

Article 51 Leave of Absence

51:01 Leaves of absence with or without pay may be granted for a period for a good and sufficient reason at the discretion of the Employer. Except in emergency circumstances, all requests for leave of absence must be made in writing to the department head at least thirty (30) calendar days in advance, specifying the reason for requested leave and the proposed dates of departure and return.

51:02 The leave request will be considered on an individual basis and may be allowed at the discretion of the Employer, giving consideration of the reason for the request and the operation requirements. The Employer shall notify the employee of her/his decision in writing within one (1) week of receipt of the request.

Signed this 18 day of October 2011.


On Behalf of Winnipeg Regional Health Authority


On Behalf of Manitoba Government and General Employees' Union


On Behalf of Winnipeg Regional Health Authority


On Behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement

between

Winnipeg Regional Health Authority

and

Manitoba Government and General Employees' Union

Re: Changes in Days of Work/Implementation of Shifts

The parties agree that should the Employer require different days of work and/or shifts to be implemented for employees, the following shall apply:

1. The Employer shall provide at least thirty (30) days' written notice to the employee(s) and the Union of the requirement to implement a change in workdays/shifts.
2. During this thirty (30) day notice period, the Employer will consult with the Union and the affected employees to discuss issues arising from such a change. The Union and the Employer will negotiate appropriate provisions including but not limited to:
 - (a) shift and weekend premiums;
 - (b) scheduling processes and shift patterns.
3. The Employer agrees to implement these provisions only after a further thirty (30) day notice period to the individual employees affected.
4. The Employer shall confirm the changes in writing to the affected employee(s) with a copy to the Union.


Signed this 18 day of October 2011.



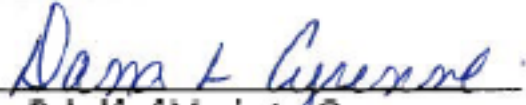
On Behalf of Winnipeg Regional
Health Authority



On Behalf of Winnipeg Regional
Health Authority



On Behalf of Manitoba Government
and General Employees' Union



On Behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Winnipeg Regional Health Authority

and

Manitoba Government and General Employees' Union

Re: Representative Workforce

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

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


Signed this 18 day of October 2011.



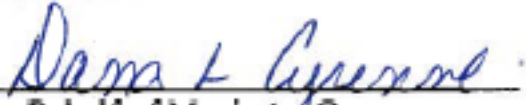
On Behalf of Winnipeg Regional
Health Authority



On Behalf of Winnipeg Regional
Health Authority



On Behalf of Manitoba Government
and General Employees' Union



On Behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Winnipeg Regional Health Authority

and

Manitoba Government and General Employees' Union

Re: Portability of Benefits

A Home Visitor who resigns from employment with an RHA and commences employment within thirty (30) days in another RHA shall be entitled to portability of the following benefits:

- **Seniority Hours**
- **Income Protection Benefits**
- **Vacation**
- **Benefits**
- **Classification / Rate of Pay - provided position in the other RHA is at the same classification level**
- **Continued participation in the pension plan without break in service - subject to rules of the HEPP Plan**

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

Signed this 18 day of October 2011.



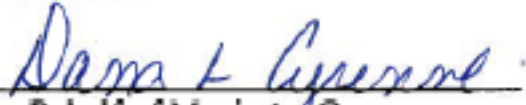
On Behalf of Winnipeg Regional
Health Authority



On Behalf of Winnipeg Regional
Health Authority



On Behalf of Manitoba Government
and General Employees' Union



On Behalf of Manitoba Government
and General Employees' Union

Memorandum of Understanding

between

Winnipeg Regional Health Authority

and

Manitoba Government and General Employees' Union

Re: FFHV Classification Review

Within three (3) months of ratification, a committee shall be established to review the classification of Family First Home Visitor and to identify potential health care related classification(s) that could be considered as appropriate comparators for potential wage standardization purposes.

The committee shall be made of equal numbers of representatives from the Employer and Manitoba Government Employees' Union.

Individual or groups may be invited to present information to the committee as is mutually agreed.

The committee will complete its review and provide a joint report to the WRHA (as represented by the Labour Relations Secretariat) and MGEU by March 31, 2012 or a later date as mutually agreed. A copy of the joint report will also be forwarded to Healthy Child Manitoba as information only.

The committee shall be advisory in nature and any suggestions or recommendations from this joint committee will not be binding on either party but will be provided on an information basis only.

Signed this 18 day of October 2011.



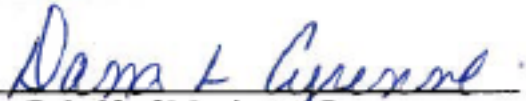
On Behalf of Winnipeg Regional
Health Authority



On Behalf of Winnipeg Regional
Health Authority



On Behalf of Manitoba Government
and General Employees' Union



On Behalf of Manitoba Government
and General Employees' Union

Appendix “A” - Salary Schedules

		Start	Step 1	Step 2	Step 3	Step 4	Step 5
Home Visitor 1*							
Apr 1, 2009	2.9%	13.500	13.902	14.303			
Apr 1, 2010	0.0%	13.500	13.902	14.303			
Apr 1, 2011	0.0%	13.500	13.902	14.303			
Apr 1, 2012	2.9%	13.892	14.305	14.718			
Home Visitor 2							
Apr 1, 2009	2.9%	15.414	15.867	16.310	16.773	17.225	17.689
Apr 1, 2010	0.0%	15.414	15.867	16.310	16.773	17.225	17.689
Apr 1, 2011	0.0%	15.414	15.867	16.310	16.773	17.225	17.689
Apr 1, 2012	2.9%	15.861	16.327	16.783	17.259	17.725	18.201

* The Home Visitor 1 is used to recruit individuals with no relevant knowledge or experience and the individual is placed at the start rate for the Home Visitor 1 level. An employee hired at the start rate would normally receive an increment to the second step after six (6) months, upon successful completion of the probation period. After one (1) year and based on satisfactory performance, the individual would be granted an increment and progress to the third step in the salary schedule.