

Collective Agreement

between

**Winnipeg Regional Health Authority
Representing Proctors**

and

Manitoba Government and General Employees' Union

April 1, 2009 to March 31, 2013

THIS AGREEMENT made this **28th** day of **October, 2011**

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

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Article 1 Interpretation

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

- (a) “Accumulated Service” means an employee’s regular hours worked in a classification covered by the terms and conditions of the Collective Agreement; 2,080 hours equals one (1) year of accumulated service.
- (b) “Union” means the Manitoba Government and General Employees’ Union;
- (c) “Employee” means a person employed by the Regional Health Authority and covered under the terms and conditions of this Collective Agreement.
- (d) “Increment” means the amount provided as a rate of increase in the applicable hourly rate payable to any eligible employee, which unless the context of the relevant approved pay range otherwise clearly indicates may be granted annually on the applicable anniversary date;
- (e) “Interruption of Work” means the reduction of an employee’s hours of work;
- (f) “Mutatis Mutandis” means with the necessary changes of detail or with the necessary modifications;
- (g) “Promotion” means a change of employment from one classification to another having a higher hourly rate;
- (h) “Temporary Layoff” means the reduction of an employee’s hours of work, such that the employee no longer has any work.
- (i) “Day” means the period of twenty-four (24) hours which commences on any given day at 00:01 hours and ends at 24:00 hours.
- (j) **“Weekend” means the forty-eight (48) hour period that falls between 00:01 hours on the Saturday and 24:00 hours on the following Sunday.**

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

Article 2 Recognition

- 2:01** 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. 5868 save and except 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 31 hereof.
- 2:03** This Agreement shall apply to all employees employed by the 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** and shall continue in effect up to and including March 31, **2013**.
- 3:02** Where either party wishes to negotiate a renewal of this Agreement, the party giving notice agrees to deliver to the other their written proposals at least thirty (30) days prior to the expiration of the Agreement. The parties shall, within twenty (20) days following receipt of the written proposals, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto. During the period to negotiate a renewal and or revision of this Agreement this Agreement shall remain in full force and effect without change.
- 3:03** Unless otherwise specified, all additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective

the first day of the bi-weekly pay period following the date of ratification of this Agreement.

Article 4 Amendments to the Pay Plan

- 4:01** Where the Employer establishes or proposes to establish a new classification within the bargaining unit, the Union shall be notified. The parties shall commence negotiations on the appropriate salary range for the new classification without undue delay. The application of this clause shall not be deemed to constitute the re-opening of this Agreement.
- 4:02** Where the parties fail to agree on an appropriate salary range for the new classification the matter may be referred to arbitration in accordance with Article 32. The Arbitration Board shall be expressly confined to the sole issue of determining the salary range for the new classification.

Article 5 Pay

- 5:01** Employees shall be paid their current hourly rate for all hours worked in their classification contained within this Collective Agreement.
- 5:02** Where an employee is promoted to a higher classification, the employee shall be paid at a rate of pay set out for that classification in the pay plan that **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 The initial anniversary date of an employee shall be established as the first of the month which follows the date on which the employee is covered by this Collective Agreement.

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

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

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

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

- (a) the merit increase shall be effective on the first of the bi-weekly pay period in which 1,000 hours were accumulated; and
- (b) the employee's anniversary date shall be established as the first of the month following the granting of this merit increase.

- 6:07** Where an employee is promoted a new anniversary date shall be established as the first of the month following the promotion. The employee shall be eligible for his next merit increase review in accordance with Article 6:04.
- 6:08** Where an employee has been denied a merit increase on his anniversary date, the employee shall be notified in writing of the reason for the denial. The employee shall have the right to appeal that decision to the Employer/Director. The decision of the Employer/Director shall be final.
- 6:09** Where an employee has been denied a merit increase on his anniversary date, the Employer may grant the merit increase effective the first of any subsequent bi-weekly pay period. The employee's anniversary date shall then be established as the first of the month following the granting of this merit increase.
- 6:10** Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be eligible for a merit increase, the employee will be eligible for a merit increase on the first of the month following the date on which the employee accumulates the necessary regular hours of work. The effective date of the increase shall be the first of the bi-weekly pay period which includes the first of the month.
- 6:11** Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is eligible for a merit increase on the employee's anniversary date.

Article 7 Probation

- 7:01** A new employee shall be on probation from the date of commencement of employment for a period of six hundred and forty (640) regular hours worked or six (6) calendar months whichever occurs first. The Employer may extend

the probationary period up to an additional three hundred and twenty (320) regular hours of work provided the Employer gives notification to the Union.

- 7:02** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the Grievance Procedure within fifteen (15) working days from the date the employee received notice of the rejection. The **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.

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 15.

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 practiced 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 any disciplinary action in accordance with the Grievance Procedure.

Article 11 Personnel Files

11:01 Upon the written request to the Resource Coordinator the personnel file shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a representative present. Every effort shall be made by all parties to ensure that the full examination of the employee's file shall occur no later than two (2) calendar weeks of the request being made to **Human Resources or the applicable supervisor.**

11:02 An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

Article 12 Resignations

12:01 Employees wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which an employee will perform his or her regular duties.

12:02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs his or her regular duties.

12:03 Where the last day on which an employee who has submitted a notice of resignation performs his or her regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated his or her service on that Friday and shall be eligible for holiday pay for that Friday.

12:04 Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.

12:05 An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.

12:06 The Employer may give equivalent basic pay in lieu of notice.

12:07 The Employer may deduct from an employee's final pay an amount equal to the employee's basic pay for the period the employee gives inadequate notice of resignation.

12:08 The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to or at the termination date.

- 12:09** Where the employment of an employee terminates at the end of a specific term of employment, or the completion of a job for which the employee was specifically employed, no notice of resignation is required.
- 12:10** Where an employee is absent without leave for five (5) working days, he shall be considered to have abandoned his position and shall be deemed to have resigned without notice on the last day on which he was present at work and performed his regular duties.

Article 13 Allocation of Work

- 13:01** The parties recognize the unique role of the Proctor in providing individualized care in homes of clients.
- 13:02** Allocation of work shall not be subject to arbitration during the life of the Collective Agreement. An employee who is concerned about the allocation of work should first contact the Resource Coordinator. The final determination on the allocation of work is the right of the Employer.
- 13:03** Where an employee considers that the Employer has violated the terms and conditions of this article, the employee may file a grievance at Step 1.
- 13:04** The decision of the Employer/Manager shall be final and binding for any grievance filed regarding allocation of work.

Article 14 Hours of Work

- 14:01** Hours of work shall be assigned by the Employer. The Employer shall only pay for hours worked. Any changes to the current practice of assigning hours of work shall be discussed with the Union prior to implementation.
- 14:02** The current practice of scheduling of hours will be maintained.
- 14:03** Time spent travelling between consecutive and continuous work assignments is considered work time.

- 14:04** When an employee's hours of work are interrupted or when an employee is temporarily laid off, the Employer shall not be required to provide any notice or payment in lieu thereof.
- 14:05** An employee who wishes to work additional hours beyond his present schedule shall notify his Resource Coordinator in writing and his name shall be placed on the Additional Hours List maintained by the Resource Coordinator. The Resource Coordinator shall consult with the Community Mental Health Worker prior to the assignment of a Proctor to a client. An employee's name shall be removed from the Additional Hours List when that employee has not worked within the six (6) month period immediately following the placement of their name on the respective list. Upon written request to the Resource Coordinator, this period may be extended by a further six-month period.
- 14:06** Notwithstanding 14:02 and :03, where an employee is unable to complete their assignment due to client circumstances beyond the control of the employee, then the employee shall be paid as follows:
- (a) where the assignment is for less than three (3) hours the employee will be paid for the assignment at the employee's regular hourly rate.
 - (b) where the assignment is for three (3) or more hours the employee shall be paid their regular hourly rate for the hours worked or for a minimum of three (3) hours whichever is greater.

Article 15 Overtime

- 15:01** An employee required to work in excess of eight (8) hours per day shall be paid at the rate of time and one-half ($1\frac{1}{2}x$) for all overtime worked.
- 15:02** An employee shall be paid at the rate of time and one-half ($1\frac{1}{2}x$) for all hours required to be worked in excess of forty (40) hours in any week.
- 15:03** Overtime shall be compensated by paying the employee for all time worked at the applicable rate.

15:04 Overtime worked as a result of the changeover from Daylight Savings Time to Central Standard Time shall be deemed to be authorized overtime and the employee will be paid only for actual hours worked on the changeover from Central Standard Time to Daylight Savings Time.

Article 16 Seniority

16:01 “Seniority” is defined as an employee’s accumulated regular hours worked in a classification under the terms and conditions of this Collective Agreement.

16:02 Notwithstanding Article 16:01, seniority shall also accrue during periods of:

- (a) absence on approved Workers Compensation up to one (1) year;
- (b) maternity leave;
- (c) adoptive parent leave;
- (d) approved leave of absence without pay for vacation purposes;
- (e) paid time in accordance with the Manitoba Home Care Employee Benefit Program;
- (f) periods of approved E.I. sick leave;
- (g) during periods of Manitoba Public Insurance income replacement up to one (1) year.

16:03 The periods of absence referred to in 16:02 shall be multiplied by the employee’s pro-rating factor in order to determine the number of hours of accrued seniority. Seniority shall be calculated under 16:02 (d) in accordance with the employee’s vacation accrual rate under 20:02.

16:04 An employee will lose all seniority when the employee:

- (a) resigns;
- (b) retires;
- (c) is dismissed and not reinstated;
- (d) dies;

(e) laid off.

16:05 Seniority lists shall be revised annually and shall be posted in the district offices. A copy of the Seniority list shall be provided to the Union.

Article 17 Layoff

17:01 The Employer agrees to provide Proctors with two (2) weeks’ notice of Proctor contract terminations and/or reduction in contracted hours.

17:02 The Employer agrees that Proctors will be paid for two (2) weeks following notice of termination and/or reduction in contracted hours, whether they actually work these hours or not.

17:03 A permanent layoff shall be deemed to have taken place where an employee has not worked under this agreement during a twelve (12) month period.

Article 18 Weekend Premium

18:01 Subject to Management approval, for each hour worked between 00:01 hours on a Saturday and 24:00 hours on the following Sunday, a Weekend Premium of one dollar and thirty-five cents (\$1.35) per hour will be paid effective date of ratification.

Article 19 Recognized Holidays

19:01 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.

19:02 An employee shall be eligible to be paid time and one-half (1½x) for all hours worked on a holiday listed in 19:01

19:03 An employee shall be eligible to receive holiday pay calculated by multiplying the employee's pro-rating factor by eight (8) hours.

Article 20 Vacation

20:01 For purposes of this Agreement, a vacation year is the period of twenty-six (26) bi-weekly pay periods commencing with the employee's bi-weekly pay period in which April 1 falls.

20:02 Employees shall accrue vacation pay as follows:

- (a) an employee who has completed less than one (1) year accumulated service shall earn vacation credits at the rate of four percent (4%) per annum.
- (b) commencing with the first of the bi-weekly pay period in which an employee completes one (1) year accumulated service the employee shall earn vacation credits at the rate of six percent (6%) per annum.
- (c) commencing with the first of the bi-weekly pay period in which an employee completes seven (7) years accumulated service the employee shall earn vacation credits at the rate of eight percent (8%) per annum.

20:03 Vacation credits as referred to in 20:02 shall be calculated on regular hours worked during the bi-weekly pay period and shall be exclusive of overtime and any and all other premiums.

20:04 For purpose of this Article a year of accumulated service shall be 2,080 regular hours worked.

20:05 A vacation week is defined as a period of seven consecutive calendar days for which an employee is unavailable for assignments.

4% equals two (2) vacation weeks

6% equals three (3) vacation weeks

8% equals four (4) vacation weeks

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

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

20:06 Where operational requirements permit, employees shall be eligible to take vacation leave upon the approval of the Employer.

Vacation leave shall normally be taken in periods of at least one (1) week in length.

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

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

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

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

For all employees these individual vacation days shall be on a without pay basis.

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

20:07 Accrued vacation shall be paid to employees following the vacation year in which it was earned and such accrued vacation shall only be paid out once per vacation year. Any vacation leave taken by these employees shall be on a without pay basis.

20:08 Notwithstanding 20:07, employees may elect to receive vacation pay at the time they take vacation in the following vacation year (April 1 to March 31). Employees choosing this option shall declare in writing by February 1 their intent to be paid at the time vacation is taken.

An employee who has chosen to receive pay at the time vacation is taken will be paid a minimum of one (1) week's vacation pay for each week or portion thereof.

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

Where a conflict exists at the time of approving individual vacation requests, and where no agreement can be reached between the employees, the more senior employee of the two (2) shall be given preference.

20:09 Upon return from vacation leave the Employer if reasonably possible, shall assign the employee to the same schedule with the same number of hours as they were assigned prior to their leave.

20:10 Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer.

Article 21 Bereavement and Compassionate Care Leave

- 21:01** An employee shall be entitled to bereavement leave of four (4) working days without loss of salary in the event of a death of a member of the employee's immediate family. Such days may be taken only in the period which extends from the day of death up to and including the day following interment or four (4) days following the death, whichever is greater.
- 21:02** For purposes of granting a bereavement leave immediate family is defined as father, mother, brother, sister, spouse, common-law spouse, same-sex partner, fiancé, former legal guardian, step-parent, child, step-child, or ward of the employee, grandparents, son-in-law, daughter-in-law, grandchild or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 21:03** An employee shall be entitled to bereavement leave of one (1) working day without loss of salary in the event of the death of an employee's brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt or uncle. This day may be taken only in the period which extends from the day of death up to and including the day following interment or three (3) days following the death whichever is greater.
- 21:04** Provided an employee has not received bereavement leave for the death in question, an employee shall be entitled to bereavement leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer or mourner.
- 21:05** An employee shall be entitled to additional bereavement leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred and twenty-five (225) kilometres from the employee's home.
- 21:06** Bereavement leave shall be calculated by determining the number of days an employee would be eligible and multiplying by the pro-rating factor.

21:07 An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this Section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (2) the family member requires the care or support of one (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, 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 16:02.
- (h) Where applicable, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined above.

Article 22 Maternity Leave

22:01 Every pregnant employee:

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

22:02 Sections 36 (1) through 36 (11) inclusive of the Employment Standards Act respecting maternity leave shall apply “mutatis mutandis”.

22:03 Where an employee’s anniversary date falls during the period of maternity leave and where the employee has accrued 1,000 regular hours in the preceding twelve (12) months, the employee shall be eligible for a merit increase review effective the date upon which she returns to employment. Where a merit increase is granted in accordance with this clause the employee’s anniversary date shall not change.

22:04 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave times the pro-rating factor shall be credited as service towards eligibility for long service vacation entitlement. For calculation purposes the period of maternity leave shall not exceed seventeen (17) weeks.

Article 23 Adoptive Parent Leave

23:01 An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.

23:02 The Adoptive Parent Leave referred to in 23:01 shall be calculated by multiplying eight (8) hours times the pro-rating factor.

Article 24 Paternity Leave

24:01 A male employee may be granted up to one (1) day's leave of absence with pay to attend to needs directly related to the birth of his child. At the employee's option such leave shall be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to or discharge from the hospital.

24:02 Paternity leave shall be calculated by multiplying eight (8) hours times the pro rating factor.

Article 25 Parental Leave

25:01 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.

25:02 An employee who qualifies under 25:01 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.

25:03 An employee who qualifies in accordance with 25:01 and 25:02 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.

25:04 Subject to Section 25:05, 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.

25:05 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 26 Workers Compensation

26:01 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.

26:02 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.

26:03 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

Article 27 Bridging of Service

27:01 An employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer, shall be credited with accrued service accumulated up to the

time of resignation for the purposes of long service vacation entitlement benefits as defined in this Agreement. The following conditions shall apply:

- (a) The employee must have accumulated at least four (4) years of accumulated service at the time of resigning.
- (b) The resignation itself must indicate the reason for resigning.
- (c) The break in service shall be for no longer than five (5) years, and during that time the employee must not have been engaged in remunerative employment for more than three (3) months.
- (d) The previous service shall not be reinstated until successful completion of the probationary period.

Article 28 Union Business

28:01 Leave of absence to attend to Union business may be granted to employees under the following conditions:

- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to his or her immediate supervisor who shall forward the request to the Employer for approval. The Union will also provide a copy of the written request to the Director of Human Resources or designate.
- (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual 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, plus benefit costs during the approved absences.

28:02 (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 28:01 (c).

28:03 The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to refuse to post or remove the posting of any information.

28:04 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.

28:05 Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.

Article 29 Union Security

29:01 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.

- 29:02** The Employer shall forward to the Union the amount of the dues deducted under Section 29:01 above on a bi-weekly basis per each applicable bi-weekly pay period system.
- 29:03** The Employer shall provide the Union on a bi-weekly basis per each applicable bi-weekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, bargaining unit, classification, work location, home address, rate of pay and the amount of dues deducted for that employee.
- 29:04** The personal information as identified in 29:03 may only be used by the Union for the purpose of communicating with the members. The Union acknowledges that it shall have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of personal information. The Union further agrees that when disposing of or storing this information, it shall take care that this information is transported, stored, or destroyed in a secure manner.
- 29:05** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 29:06** The Employer will provide the Union with a monthly list of names and work locations of all new hires and terminations.
- 29:07** A representative of the Union shall be granted not less than fifteen (15) minutes at the end of the group orientation period in order to familiarize employees in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A management representative may be present during this period. This group orientation time is paid time.

Article 30 Rights of Stewards

- 30:01** "Steward" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

- 30:02** The Employer recognizes the Union's right to select stewards to represent employees.
- 30:03** The Union agrees to provide the Employer with a list of stewards and any subsequent changes. The Union shall provide appropriate identification for stewards.
- 30:04** Stewards and employees shall not conduct Union business during their working time.
- 30:05** Where a steward considers that an urgent complaint requires immediate investigation, he shall notify the Union office in order that a staff representative may be assigned to the matter.
- 30:06** Where it is necessary for a steward to attend a grievance hearing, the steward shall first obtain permission from the Employer at least three (3) days in advance of the hearing.

Article 31 Grievance Procedure

- 31:01** A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 31:02** 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.
- 31:03** 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.
- 31:04** Within twenty-one (21) days after the cause of a grievance occurs the grievor shall attempt to resolve the dispute with her immediate supervisor. In the event of a grievance originating while an employee is on approved leave of

absence from work such grievance must be lodged within fourteen (14) days of return.

- 31:05** Following the meeting with the immediate supervisor the grievor and/or the Union representative may, within seven (7) days submit the grievance in writing to the **Team Manager** or designate. (Step 1).
- 31:06** Failing settlement of the grievance within seven (7) days after submission under Article 31:05, the Union may within the ensuing ten (10) days submit the grievance in writing to the **Community Area Director** or designate who shall, within seven (7) days after the receipt of the grievance, render a decision in writing. (Step 2)
- 31:07** An employee claiming to be discharged or suspended without just cause may submit a grievance directly to the **Community Area Director** or designate. (Step 2)
- 31:08** If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance directly to the **Community Area Director** or designate.
- 31:09** An employee may choose to be accompanied by a local Union representative at any stage of the grievance procedure.

Article 32 Grievance Arbitration Procedure

- 32:01** Within ten (10) days after receiving the **Community Area Director** or designate's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- 32:02** Unless both parties agree to a sole arbitrator within seven (7) days following the matter being referred to arbitration, each party shall in the next seven (7) days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 32:03** The two (2) named members of the Board shall within ten (10) days name a third member of the Board who shall be chairperson.

- 32:04** 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.
- 32:05** 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.
- 32:06** 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.
- 32:07** 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.
- 32:08** 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.
- 32:09** **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.
- 32:10** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 32:11** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

- 32:12** For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and recognized holidays are excluded.
- 32:13** Employees who are subpoenaed to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called him/her, either the Employer or MGEU, shall be responsible for compensating him or her for any salary which would otherwise be lost.
- 32:14** **The parties hereto agree that an employee of the Regional Health Authority and a staff member of the Manitoba Government Employee's 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 33 Contracting Out

- 33:01** The Employer will give all reasonable consideration to continued employment with the Regional Health Authority of employees who would otherwise become redundant because work is contracted out.
- 33:02** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:
- (a) the Employer will provide the Union with one hundred and twenty (120) days' notice;
 - (b) during the notice period the parties shall meet to facilitate potential retraining and/or re-deployment opportunities.

Article 34 Technological Change

- 34:01** Section 83 (1) through 85 (2) inclusive of The Labour Relations Act shall apply mutatis mutandis.
- 34:02** The Employer agrees that it will endeavour to introduce technological change in a manner which, where possible, will minimize the disruptive effects on services to clients and employees.

- 34:03** Where, as a result of technological change, new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.
- 34:04** Where, as a result of technological change the Employer provides retraining to the affected employee, the employee shall be paid their regular rate of pay for the time spent in such training.

Article 35 Health and Safety

- 35:01** The Employer shall in accordance with the objects and purposes of the Workplace Safety and Health Act:
- (a) Ensure so far as is reasonably practicable, the safety, health and welfare at work of all his workers; and
 - (b) Comply with the Workplace Safety and Health Act and regulations.
- 35:02** 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.
- 35:03** A representative from the Proctor bargaining unit will represent the bargaining unit members on a Winnipeg Regional Health Authority Health and Safety Committee.
- 35:04** The Employer and the Union agree that “violent or aggressive behaviour” shall not be condoned in the workplace and is further agreed that both parties will work together in recognizing and resolving such problems should they arise.
- (a) When the Employer is aware that a client has a history of aggressive behaviour the Employer will make such information available to employees who provide service to those clients.

- (b) Where such a program does not exist, the Employer shall develop an aggressive client conduct program. Prior to implementing such a program the Employer shall receive a recommendation from the Health and Safety Committee. Such a program will include instruction and dissemination of information.
- 35:05** The Employer shall provide information and preventative measures for those employees in contact with known infectious diseases where medically necessary to protect the employee and other clients.
- 35:06** An employee may refuse to perform work at a workplace where he has reasonable grounds to believe and does believe that the particular work is dangerous to his safety or health, or the safety and health of another employee or any other person.
- 35:07** Where the employee refuses to work under Article 35:06 he shall immediately report his refusal and the reasons therefore to his immediate supervisor. At no time shall the safety of the client be jeopardized. The Employer will ensure that those employees subsequently assigned to this work shall be made aware of the original refusal.
- 35:08** The immediate supervisor in conjunction with the appropriate authorities will ensure that the employee is not required to continue working under dangerous conditions.

Article 36 Civil Liability

- 36:01** If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort (lawsuit) committed by him or her in the performance of his or her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him or her shall advise the Employer through the Program Manager/Supervisor of any such notification or legal process;

- (b) The 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 Employer before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of his or her duty as an employee.
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

Article 37 Harassment

- 37:01** The parties recognize that the problem of harassment, including sexual harassment may exist. However, the parties agree that harassment will not be tolerated in the workplace or in connection with the workplace. Situations involving allegations of harassment shall be treated in strict confidence by both the Employer and the Union.
- 37:02** The employee may forward a written complaint marked “Personal and Confidential” alleging harassment directly to the Program Manager/Supervisor or Human Resource Director/Manager.
- 37:03** The Employer agrees to investigate allegations of harassment and shall endeavour to resolve them in an expeditious and confidential manner.
- 37:04** The alleged offender shall be entitled to notice of the complaint and shall be given opportunity to respond to the complaint.
- 37:05** The Employer, after investigating the complaint, shall have the authority to:

- (a) dismiss the complaint; or
- (b) determine the appropriate discipline; and/or
- (c) take any action which in the Employer's opinion may be necessary.

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

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

Article 38 Transportation

- 38:01** (a) Where an employee is authorized to use his privately owned vehicle on the Employer's business he shall be reimbursed in accordance with rates paid by the Province of Manitoba contained in the Government Employees' Master Agreement (G.E.M.A.) for all travel between work locations. Where the Employer requires the employee to use their personal vehicle or where the employee's schedule is based on the use of a vehicle, the use of the privately owned vehicle shall be deemed to be authorized.

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

- (b) The Employer shall reimburse the employee for any distance travelled:
 - (i) greater than eight (8) kilometres to the first work assignment;
 - (ii) greater than eight (8) kilometres home from the last work assignment.

- 38:02** Where bus transportation is approved for travel between work locations employees shall be reimbursed transit expenses and travel time as per Article 14:03.

- 38:03** 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 39 Training

- 39:01** Staff will be advised on a regular and recurring basis of Employer sponsored specialized training opportunities and other in-services as they are made available.
- 39:02** Where the Employer requires an employee to attend educational conferences, workshops, programs, or seminars, the Employer shall pay registration or tuition fees and expenses and shall pay for the course time of such attendance at these conferences, workshops, programs, or seminars at straight time rates.
- 39:03** Where the employee initiates a request to attend educational conferences, programs, or seminars relevant to work during the non working time, attendance shall be at the mutual agreement of the Employer and the employee. On mutual agreement of the parties the Employer shall pay registration or tuition fees and approved expenses.

Article 40 Court Leave

- 40:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period and all jury or witness fees received by the employee shall be remitted to the Employer.
- 40:02** An employee, on court leave in accordance with 40:01, shall be paid the number of days of court leave granted times the employee's pro rating factor.
- 40:03** An employee shall only be eligible for payment in accordance with 40:02 provided the employee's work assignment(s) would have remained unchanged had the employee not been absent on court leave.

Article 41 Labour Management Committee

- 41:01** A Labour Management Committee will be established and maintained in the Regional Health Authority. This Committee shall consist of equal representation between the Regional Health Authority 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.
- 41:02** The Committee may make recommendations to the Union and the Regional Health Authority with respect to its discussions and conclusions, but it shall not have jurisdiction over wages, or any matter of the Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Regional Health Authority and it does not have the power to bind either the Union or its members or the Regional Health Authority to its discussions or conclusions.
- 41:03** The Committee shall have two co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings of the Committee and may participate fully in the deliberations and the discussions of the Committee.
- 41:04** Employees appointed by and acting on behalf of the Union shall receive basic pay for time spent at Labour Management Committee meetings.

Article 42 Recruitment and Promotion

- 42:01** Employees covered by the WRHA Home Care/Home Support Worker, WRHA Proctor, and WRHA Home Visitors Collective Agreements shall be given consideration for available employment opportunities within these bargaining units prior to external applicants, provided they meet the qualifications.

Article 43 Educational Deferred Salary Leave Plan

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

- 43:01** The EDSLP is self sustaining and the Employer shall not incur any costs whatsoever as a result of participating in the plan.
- 43:02** That the plan complies in all respects with all Revenue Canada guidelines.
- 43:03** 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.
- 43:04** 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.
- 43:05** Request for 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 Program Manager/Director with final approval being the responsibility of the Chief Executive Officer or designate.

Purpose

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

Contributions

1. An employee may elect to defer not less than ten percent (10%) and not more than thirty-three and one-third percent ($33\frac{1}{3}\%$) of his/her gross

regular bi-weekly earnings for up to five (5) consecutive calendar years for the purpose of funding an educational leave of absence commencing immediately after the end of the deferral period.

2. The Deferred Salary Leave of Absence shall be for a period not less than six (6) continuous months and not for more than twelve (12) continuous months commencing immediately after the end of the deferral period. Due to operational requirements or at the employee's request the leave may be postponed for up to twelve (12) months provided six (6) months' written notice is given. In any event the leave must commence no later than six (6) years after the date which salary deferrals for the leave commence.
3. During the period of leave the employee shall not receive any salary or wages other than his or her deferred salary from the Regional Health Authority or from any other person or partnership with whom the Authority does not deal with at 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 are the responsibility of the employee in accordance with the individual Plan(s) text.
5. Prior to the commencement of the leave the employee shall sign an agreement with the Authority certifying that he/she intends to return to the employ of the Authority for a period of at least equal to the period of leave.
6. Upon return from the deferred salary leave the Employer shall make every reasonable effort to assure that the employee is placed in the same occupational classification and at the same step in the pay range held prior to the leave of absence.
7. EDSLP funds shall be retained in the employee's name in a trust account with the Buffalo Credit Union in Winnipeg. Accrued interest shall be paid in each taxation year at a rate agreed to between the

Regional Health Authority and the Buffalo Credit Union. Such rate to be reviewed annually. In the event the employee does not take the leave of absence as outlined in this Memorandum of Agreement, all amounts held in the trust account for his or her benefit shall be paid to him/her in the first taxation year that commences after the deferral period.

8. The plan shall become effective upon its approval as an EDSLIP by Revenue Canada.

Article 44 Acting Status

- 44:01** In the event that an employee is assigned temporarily to a higher paid classification for a period of five (5) or more days, and provided the employee carries out substantially all of the duties and responsibilities of the higher paid classification the employee shall be paid at a rate in the higher paid classification which is at least one increment higher than the regular basic salary to which the employee would otherwise be entitled. At no time will the hourly rate exceed the hourly rate of the classification to which the employee is assigned.

Article 45 Proctor Expenses

- 45:01** The Regional Health Authority agrees to provide to all Proctors, whose monthly expenses exceed fifty dollars (\$50.00), an accountable advance of one hundred dollars (\$100.00). Such expense money is to be used for items such as legitimate meal costs, entertainment costs, parking and other legitimate expenses which may be incurred in the normal course of duties.

Article 46 Benefits

- 46:01** Home Care Attendants, Home Support Workers and Mental Health Proctors shall be in receipt of benefits from the Manitoba Home Care Employees Benefit Trust Fund. Employees in those classifications will be eligible to participate in the Home Care Pension Plan.

Article 47 Performance Appraisal

47:01 Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

Article 48 Medical Fitness

48:01 The Employer may require an employee to have a psychiatric examination and/or a physical examination.

48:02 A duly qualified medical practitioner giving a psychiatric or physical examination shall complete the forms required by the Employer.

48:03 The cost of any examination referred to in 48:01 will be paid by the Employer.

Article 49 Stand-By

49:01 For the purposes of this Article, stand-by duty shall be any period of twelve (12) consecutive hours. An employee designated for standby must be available in a manner approved by the Employer during this period of standby.

- 49:02** (a) An employee who has been designated by the Employer to be on stand-by duty during off-duty hours shall receive payment of fifteen dollars (\$15.00) for each twelve (12) hour period or less on stand-by.
- (b) An employee who has been designated by the Employer to be on stand-by duty during off-duty hours on a Saturday, Sunday or a recognized holiday shall receive payment of eighteen dollars (\$18.00) for each twelve (12) hour period or less on stand-by.

(c) Where an employee has worked five (5) consecutive and contiguous days and is designated to be on stand-by duty on either the sixth and/or seventh consecutive and contiguous days following shall be eligible for stand-by at eighteen dollars (\$18.00) for each twelve (12) hour period or less on stand-by.

49:03 Notwithstanding the number of call outs during the period of stand-by, an employee called back to work from stand-by shall be paid for all hours worked or for three (3) hours whichever is greater. The employee shall be paid at the regular rate of pay or the applicable overtime rates as per Article 15.

49:04 For purpose of interpretation of Article 49:02 one-half ($\frac{1}{2}$) or more hours must be designated on the said day in order that the employee shall be eligible for the higher rate.

Article 50 Inclement Weather

50:01 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 51 Loss Of or Damage To Personal Effects

51:01 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.

51:02 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.

- 51:03** 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 52 Job Descriptions and Job Classifications

- 52:01** The Employer agrees to provide the Union with job descriptions for all classifications for which the Union is the bargaining agent, within six (6) months of ratifying this Collective Agreement.
- 52:02** Where a new classification is created within the bargaining unit, or an existing classification is changed significantly, the Employer shall provide the Union with a copy of the new or revised job description. The Union and the Employer shall negotiate the rate of pay. Failing agreement on the appropriate rate of pay, the dispute may be referred to arbitration in accordance with the arbitration article.
- 52:03** If the salary range of a new or revised classification is adjusted as per 52:02, such adjustment shall be retroactive to the date the new or revised classification came into effect.

Article 53 Respectful Workplace Policy

- 53:01** The Employer's Respectful Workplace Policy shall be accessible to all employees.

Article 54 Severance Pay

Applicable to employees on staff on December 11, 2006.

- 54:01** Employees with ten (10) or more years of accumulated service whose services are terminated as a result of retirement, in accordance with the pension plan, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one (1) week's pay for each year of accumulated service or portion thereof, but the amount of severance pay shall not exceed fifteen (15) weeks' pay.

- 54:02** Where an employee fails to accrue ten (10) years' accumulated service as a result of retirement, or death the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of ten (10) weeks' pay multiplied by the factor of the number of months accumulated service completed in his tenth year divided by twelve (12) months.
- 54:03** Employees with one (1) or more years of accumulated service whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one (1) week's pay for each year of accumulated service or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay.
- 54:04** The rate of pay referred to in this Article shall be determined on the basis of the last hourly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death.
- 54:05** For purposes of interpretation, one (1) week's pay shall equal forty (40) hours pay.

Article 55 Retroactive Wages

- 55:01** **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.

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

Article 56 Rehabilitation, Return to Work and Accommodation

- 56:01** 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 provision of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.

Article 57 Leave of Absence

- 57:01** 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.
- 57:02** The leave request will be considered on an individual basis and may be allowed at the discretion of the Employer, giving consideration of the reason for the request and the operational requirements. The Employer shall notify the employee of her/his decision in writing within one (1) week of receipt of the request.

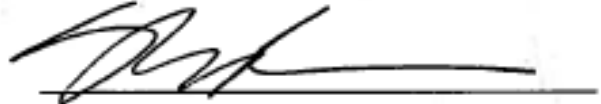
Signed this 28 day of Oct. 2011.



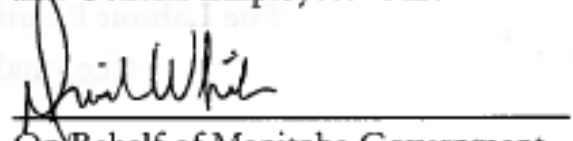
On Behalf of Winnipeg Regional
Health Authority



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

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

and

Manitoba Government and General Employees' Union

Re: Pro-rating Factor

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

$$\frac{\text{Regular Hours Worked in the Preceding} \\ \text{Two (2) Full Bi-Weekly Pay Periods}}{160}$$

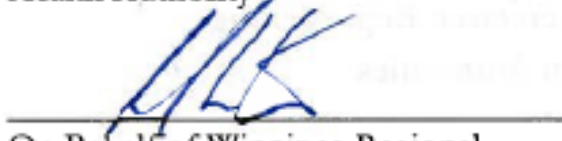
e.g. Holiday calculation:

- (i) Holiday shall be deemed to fall in the third full bi-weekly pay period.
- (ii) Calculate regular hours worked in the preceding two (2) full bi-weekly pay periods.
- (iii) Divide number arrived at in (ii) by one hundred sixty (160).
- (iv) Multiply eight (8) hours times the pro-rating factor arrived at in (iii) to determine the employee's entitlement.

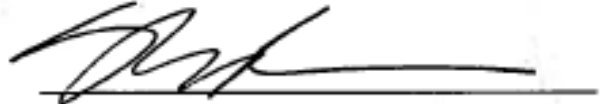
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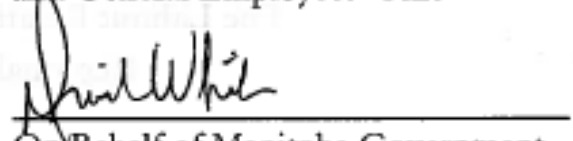
On Behalf of Winnipeg Regional
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On Behalf of Manitoba Government
and General Employees' Union



On Behalf of Manitoba Government
and General Employees' Union

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

The Employer agrees to contribute for the duration of the Collective Agreement three point seven percent (3.7%) of total insurable payroll for employees to the Manitoba Home Care Employees Benefit Trust Fund. The purpose of these contributions is to fund a benefits program consisting of sick leave benefits, dental benefits life insurance benefits,* and an employee assistance program as determined and administered by the Trustees of the Fund.

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

- Home Care Attendants (HCA1 and HCA2)
- Home Support Workers
- Mental Health Proctors (2 and 3)
- Integrated Support Worker
- Rehab Assistant

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

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

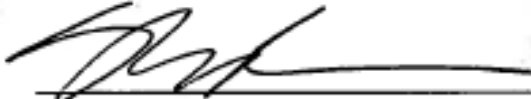
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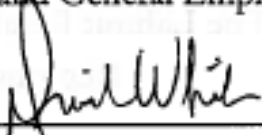
On Behalf of Winnipeg Regional
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On Behalf of Manitoba Government
and General Employees' Union



On Behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

**The Labour Relations Secretariat Representing
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and

Manitoba Government and General Employees' Union

Re: Pension Plan

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

<u>Employer Contribution</u>	<u>Employee Contribution</u>
3.0%	3.0%

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

- Home Care Attendants (HCA1 and HCA2)
- Home Support Workers
- Mental Health Proctors (2 and 3)
- Integrated Support Worker
- Rehab Assistant

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


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

4. Bi-weekly payroll deductions shall be possible when new payroll systems are put in place in each region subject to:

- the prevailing provisions of the pension plan at that time;
- the feasibility within the Employer payroll system; and
- subject to no additional costs

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

Signed this 28 day of Oct. 2011.



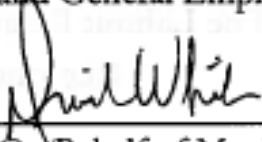
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and General Employees' Union

Memorandum of Agreement

between

**The Labour Relations Secretariat Representing
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Manitoba Government and General Employees' Union

Re: Anniversary Dates

Notwithstanding Article 6:02 and subject to 6:06, the anniversary date of employees, covered under the terms and conditions of this Collective Agreement hired prior to the date of the signing of the first agreement between the parties, shall remain unchanged.

Signed this 28 day of Oct. 2011.



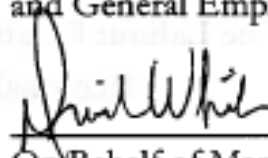
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Memorandum of Agreement

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Re: Central Negotiations/Regional Health Authority

Notwithstanding Article 28:02 (a), the parties agree that where participation is required in Central Bargaining with a Regional Health Authority, the Employer agrees to maintain the salary of one (1) employee representative to bargain at the Central Table.

Signed this 28 day of Oct. 2011.



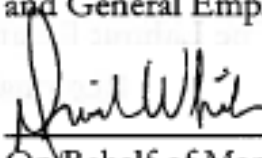
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Memorandum of Agreement

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**The Labour Relations Secretariat Representing
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Re: Portability of Benefits Applicable to HSW, HCA1, HCA2, Proctor 2, and Proctor 3

(i) An employee classified in one of the above classifications who resigns and commences employment within thirty (30) days in another RHA in a classification noted above, shall be entitled to portability of the following benefits:

- Seniority Hours
- Hour Bank for Benefit Programs
- Accumulated service applicable to rate at which vacation is earned.

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

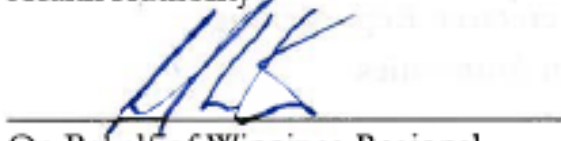
(ii) An employee classified in one (1) of the above classifications who resigns and commences employment in the same classification within thirty (30) days in another RHA shall be placed on the same pay step which he/she was on in his/her former position.

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

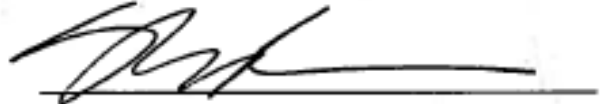
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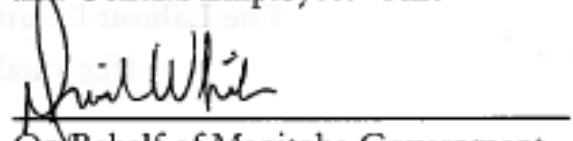
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On Behalf of Manitoba Government
and General Employees' Union



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and General Employees' Union


Memorandum of Agreement*between***The Labour Relations Secretariat Representing
Regional Health Authorities***and***Manitoba Government and General Employees' Union****Re: MSSP System Calculation of Overtime on an Employee's Seventh
Consecutive Day of Work**

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

Notwithstanding, the parties agree that overtime is not applicable when an employee works seven (7) consecutive days provided that the employee has made a written request to the Employer to do so unless the employee qualifies for overtime payment in accordance with Article 15.

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

Signed this 28 day of Oct. 2011.



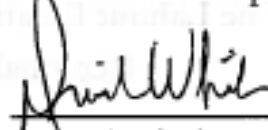
On Behalf of Winnipeg Regional
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On Behalf of Manitoba Government
and General Employees' Union



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and General Employees' Union

Memorandum of Agreement

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**The Labour Relations Secretariat Representing
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Re: Representative Workforce

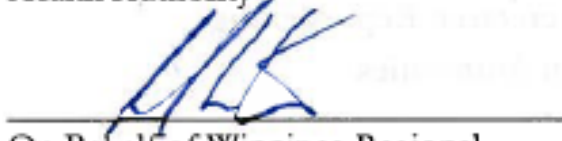
The parties understand that Aboriginal persons are significantly under-represented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the under-signed 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.

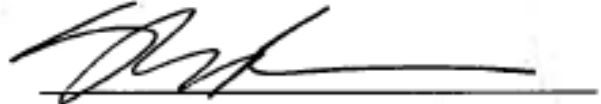
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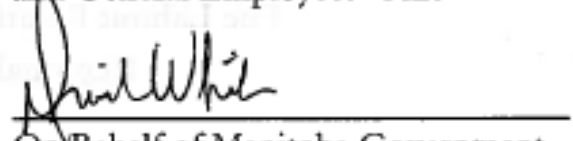
On Behalf of Winnipeg Regional
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On Behalf of Manitoba Government
and General Employees' Union



On Behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

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**The Labour Relations Secretariat Representing
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and

Manitoba Government and General Employees' Union

Re: Joint Trusteeship

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

Signed this 28 day of Oct. 2011.



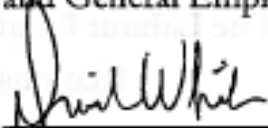
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Memorandum of Agreement

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**The Labour Relations Secretariat Representing
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Re: Pension / Benefits Committee

Within ninety (90) days of ratification a Joint Committee made up of three (3) representatives of the Employer and three (3) representatives of the Union shall be established to review current Pension and Benefit provisions and identify options for both parties to consider in relation to future benefit provisions for Direct Service Workers.

The review may include Pension, Sick Leave and Insured Benefits.

The Committee will complete its review and provide a joint report to Employers (as represented by the Labour Relations Secretariat) and MGEU by June 30, 2012 or a later date as mutually agreed. The 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 28 day of Oct. 2011.



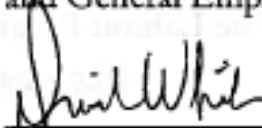
On Behalf of Winnipeg Regional
Health Authority



On Behalf of Manitoba Government
and General Employees' Union



On Behalf of Winnipeg Regional
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Letter of Intent

between

**The Labour Relations Secretariat Representing
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and

Manitoba Government and General Employees' Union

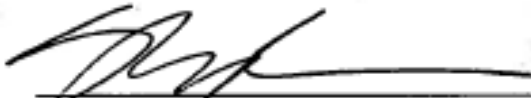
Re: Funding Opportunities for Training

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


Signed this 28 day of Oct. 2011.



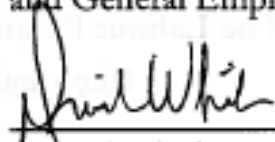
On Behalf of Winnipeg Regional
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On Behalf of Winnipeg Regional
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and General Employees' Union

Letter of Intent*between***The Labour Relations Secretariat Representing
Regional Health Authorities***and***Manitoba Government and General Employees' Union****Re: Payment of Recognized Holidays and Payment of Weekend Premium
When the Assignment Crosses Calendar Days**

It is agreed that, for the purposes of administering Article 19 and Article 18, the Employer will, prior to the date of ratification of the Collective Agreement, select one of the following options and will communicate same to the Union. Implementation of the chosen option will occur as soon as reasonably possible thereafter.

Option 1:

- (i) Calculation based on actual hours worked on a Recognized Holiday
Employees will be paid straight time for the portion of the assignment that precedes or follows the day of the Recognized Holiday. Employees will be paid time and one-half ($1\frac{1}{2}x$) for each hour worked on the assignment between the hours of 00:01 and 24:00 on the day of the Recognized Holiday.
- (ii) Calculation based on actual hours worked on the weekend
The weekend premium shall be paid for each hour worked between 00:01 on a Saturday and 24:00 hours on the following Sunday.

Option 2:

- (i) Calculation based on the majority of hours worked on a Recognized Holiday
Employees will be paid time and one half ($1\frac{1}{2}x$) for all hours worked on the assignment where the majority of the hours of the assignment fall between 00:01 hours and 24:00 hours on the day of the Recognized Holiday.


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

The weekend premium shall be paid for all hours worked on the assignment where the majority of the hours fall between 00:01 on a Saturday and 24:00 hours on the following Sunday.

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

Note: The Employer has chosen Option #1.

Signed this 28 day of Oct. 2011.



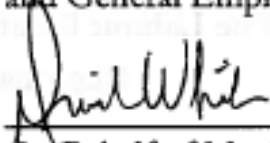
On Behalf of Winnipeg Regional Health Authority



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

Appendix "A" - Salary Schedule

		Start	Step 1	Step 2	Step 3	Step 4
Mental Health - Proctor 2						
Apr 1, 2009	2.9%	11.761	12.080	12.327	12.636	
Apr 1, 2010	0.0%	11.761	12.080	12.327	12.636	
Apr 1, 2011	0.0%	11.761	12.080	12.327	12.636	
Apr 1, 2012	2.9%	12.103	12.431	12.685	13.003	
Mental Health - Proctor 3						
Apr 1, 2009	2.9%	16.258	16.629	16.999	17.339	17.689
Apr 1, 2010	2.9%*	16.730	17.111	17.492	17.841	18.201
Oct 1, 2010	1.0%*	16.897	17.282	17.667	18.020	18.383
Apr 1, 2011	2.9%*	17.387	17.783	18.179	18.542	18.917
Oct 1, 2011	1.0%*	17.561	17.961	18.361	18.728	19.106
Apr 1, 2012	2.9%	18.070	18.482	18.894	19.271	19.660

*Special Adjustment applicable only to Proctor 3 classifications.