

Collective Agreement

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Locals 410 & 420

Professional Technical Paramedical

April 1, 2018 - March 31, 2024

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

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

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

Article 1 Scope and Application of Agreement

- 1:01** The Employer **within the Southern Health Region Employers Organization** recognizes the Union as the sole bargaining agent for employees in the bargaining units defined in the **(Interim) Certificate HSBURA-14** or subsequent amendments thereto or as may be granted voluntary recognition by the Employer.
- 1:02** If the Employer and the Union disagree as to whether a person is an employee within the terms of the Manitoba Labour Relations Act and appropriate for inclusion within this Agreement, then either or both of them may refer the matter to the Manitoba Labour Board for ruling.
- 1:03** If the Manitoba Labour Board rules that such person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion in this Agreement, then the Employer and the Union agree to meet forthwith to negotiate the classification and salary schedule for that employee, for inclusion in this Agreement. If the Employer and the Union are unable to reach an agreement on the classification and/or salary schedule, either party may refer the matter to arbitration in accordance with Article 23.

- 1:04** No employee shall enter into any separate agreement which conflicts with the provisions hereof.
- 1:05** Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both parties or in the case of training or emergency or as required to maintain competency.

Where past practice, as identified by the Employer to the Union as at date of ratification (**July 14, 2023**), does not conform with this Article, it is agreed that past practice will continue to apply.

Article 2 Definitions

The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires.

- 2:01** “Agreement” shall mean this Agreement which shall be referred to as the Manitoba Government and General Employees’ Union Professional/**Technical/Paramedical** Agreement.
- 2:02** “Approved Training” shall mean training as approved by the Employer for the respective professional association and/or the applicable classification.
- 2:03** “Authorized Overtime” shall mean overtime authorized by the Employer and where the term overtime is used in this Agreement, it shall mean authorized overtime.
- 2:04** “Base Location” shall mean the location, as determined by the Employer, to be **where the employee is based out of** for the purpose of service delivery coordination and mileage calculation as listed in Appendix “C”.
- 2:05** “Basic Pay, Rate or Salary” shall mean the **rates of pay shown in Salary Schedule**.

- 2:06 **“Bi-weekly Period” shall mean the two (2) consecutive weeks constituting a pay period.**
- 2:07 **“Continuous Service” / “Length of Employment” shall mean the period of time since an employee last became a full-time or part-time employee in a permanent or term position with the Employer for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and “Length of Service” shall have a similar meaning. Conversion from full-time or part-time to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be included in an employee’s length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.**
- 2:08 **“Demotion” shall mean a change of employment from one classification to another classification with a lower maximum hourly rate of pay within the same Employer as per Article 9:11.**
- 2:09 **“Dismissal” shall mean the removal for disciplinary reasons from a position of employment for just cause.**
- 2:10 **“Employee” shall mean a person employed by the Employer in a position, which is included in the bargaining unit.**
- 2:11 **“Employer” shall mean the legal entity with whom the employee is employed as listed in Appendix “C”.**
- 2:12 **“Employer’s Organization” shall mean an Employers Organization established for the sole purpose of collective bargaining pursuant to *The Health Sector Bargaining Unit Review Act* as listed in Appendix “C”.**
- 2:13 **The “Employment Status” of an employee shall be:**
- (a) **A “Full-time employee” is an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 10. A full-**

time employee is covered by all provisions of this Agreement, unless otherwise specified.

- (b) **A “Part time” employee is an employee who regularly works less than the regular hours of work ongoing as set out in Article 10 on a scheduled and recurring basis.**
- (c) **A “Casual employee” is an employee who is called in occasionally by the Employer/designate to replace a full-time or part-time employee or to supplement staffing.**
- (d) **A “Term employee” is an employee hired into a term position for a fixed period of time or until completion of a particular project.**

2:14 “Layoff” shall mean the temporary or permanent removal of an employee from active employment status as a result of an employment security notice issued in accordance with Article 28.

2:15 “Position” means a position of employment with the Employer, the person employed is a member of the bargaining unit.

2:16 A “Probationary employee” shall mean a new employee who has not completed the probationary period as set out in Article 9.

2:17 A “Promotion” shall mean a change of employment from one classification to another classification with a higher maximum hourly rate of pay within the same Employer and within the scope of this Agreement.

2:18 For identification purposes, shifts will be named as follows:

- (a) **“Day shift” shall mean a shift in which the major portion occurs between 0800 hours and 1600 hours.**
- (b) **“Evening shift” shall mean a shift in which the major portion occurs between 1600 hours and 2400 hours.**

- (c) **“Night shift” shall mean a shift in which the major portion occurs between 2400 hours and 0800 hours.**
- 2:19** “Site” shall mean the facility or programs/services within the Employer as listed in Appendix “C”.
- 2:20** “Transfer” shall mean a change by an employee from one position in to another position with the same salary range and the same Employer.
- 2:21** A “Trial Period” shall mean a period of time where the employee and the Employer assess the employee’s suitability and performance in the position. Trial periods are subject to the provisions under Article 9.
- 2:22** “Union” shall mean the Manitoba Government and General Employees’ Union.
- 2:23** “Weekend” shall mean the period of approximately forty-eight (48) hours which commences at or about 0001 hours on Saturday and ends at or about 2400 hours on Sunday.
- 2:24** “Worksite” shall mean the location, as determined by the Employer, where the employee is assigned to perform work for the purpose of service delivery provision.

Article 3 Term Positions

- 3:01** Term Positions shall be for a specific time period or until completion of a particular project, of a minimum duration of two (2) months and a maximum duration of **fifty-four (54) weeks**.

This provision shall not apply for Maternity/Parental Leave or in situations where an employee is absent indefinitely due to illness, injury or WCB claim. In these cases, the maximum duration of such leave and the maximum duration of the term position for that purpose shall be twenty-four (24) months.

This period may be extended if the Employer so requests and the Union agrees.

- 3:02** (a) When the Employer determines that a term position as described in Article **3:01** above exists, the position shall be posted and filled in accordance with Article 9 – Vacancies, Promotions, **Probations**, Transfers and **Portability**. All employees may apply for the term position.
- (b) Upon completion of the term position, the employee shall be returned to **their** former position. In the event that the employee's former position no longer exists, the employee shall be entitled to exercise **their** seniority as stated in Article 28 – **Employment Security**, Layoff and Recall.
- 3:03** A term employee shall be entitled to exercise **their** seniority rights to obtain a vacant position **with the same Employer** for which **they are** qualified prior to the expiration of **their** term position. A term employee may be required to complete the term position for which **they were** engaged.
- 3:04** A **term** employee who is awarded a posted position **with the same Employer** prior to the end of **their** term position, shall have **their** service connected for seniority purpose.
- 3:05** A term employee shall have no seniority rights in matters of demotion, layoff and recall.
- 3:06** A term employee shall not be terminated and rehired for the purpose of extending the period of employment in the same term position without prior approval of the Union. Where a term employee completes their term position and is the successful applicant for a different consecutive term position, it shall not be deemed to be an extension of the original term position.

- 3:07** A term employee may be required to complete a further probationary period to a maximum of two (2) months upon being awarded another position **with the Employer. This period may be extended in accordance with Article 9:09.**
- 3:08** Where the Employer determines that staff are to be replaced during periods of less than two (2) months, Article 24 – Part Time Employees or Article 14:05 – **Temporary Reassignment** shall apply, wherever possible.
- 3:09** For situations related to Workers Compensation Board (WCB) and/or illness and/or accident, or where there is a temporary vacancy due to leave for a public office, or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire upon the return of the current incumbent to **their** position, subject to a minimum of forty-eight (48) hours' notice. The employee occupying the said term position shall receive as much notice as reasonably possible but in no case less than forty-eight (48) hours. Any term positions(s) resulting directly from the above will be posted in the same manner.
- 3:10** All maternity or parental leave term postings shall indicate that the term position is a "Maternity or Parental Leave of Absence Term" which may expire sooner than indicated, subject to a minimum written notice of two (2) weeks or one (1) pay period, whichever is longer.
- 3:11** All term positions created as a result of an Approved Educational Leave shall indicate that the term position is an "Educational Leave of Absence Term" which may expire sooner than indicated, upon return of the incumbent, subject to a minimum notice of two (2) weeks.
- 3:12** Unless otherwise agreed to between the employee and her supervisor, an employee in a term position may be required to complete the term before being considered for other term positions **with the same Employer**, unless the awarding of an alternate term position would extend their employment beyond the expiration of their current term position **or another term position which is greater than 0.2EFT of the current term.**

Article 4 Casual Employees

- 4:01** The terms of the Collective Agreement shall not apply to casual employees except as provided below.
- (a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of regular wages paid inclusive of callback hours paid at straight time rates in any given bi-weekly period;
 - (b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned;
 - (c) Casual employees shall be entitled to all premiums as outlined in Article 14;
 - (d) Casual employees required to work on a **general** holiday, shall be paid at the rate of time and one half (1.5x) their basic rate of pay;
 - (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 12;
 - (f) The Employer agrees to deduct Union dues from casual employees in accordance with Article 19;
 - (g) Casual employees are not guaranteed any specific number of hours. Should a casual employee work in accordance with Article **10** - Hours of Work, provisions for meal periods and rest periods shall apply. In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that period.
 - (h) Casual employees who are placed on Standby shall be entitled to the following:
 - (i) Standby payment in accordance with Article 13:06;
 - (ii) When required to report for duty while on assigned standby, shall be paid straight time for not less than three (3) hours for each such

callback. Should a casual employee work in excess of the daily or bi-weekly hours of work, overtime rates will apply in accordance with Article 12;

- (iii) When required to report for duty while on assigned standby shall be reimbursed for transportation costs at the applicable rate in accordance with Article 13 - Standby and Callback;
 - (iv) Meal allowance in accordance with Article 13 - Standby and Callback;
 - (v) When required to report for duty while on assigned standby shall not be required to perform non-emergent duties in accordance with Article 13 - Standby and Callback.
- (i) Articles **22 – Grievance Procedure and Article 23 - Arbitration** contained in the Collective Agreement apply to casual employees only in respect to matters of this Article;
 - (j) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees;
 - (k) A casual employee required by the Employer to report to work shall receive compensation for a minimum of three (3) hours at the applicable rate. A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at **their** basic rate of pay.
 - (l) Casual employees shall accumulate seniority on the basis of all regular hours worked. Casual employees placed on standby shall accrue seniority for all hours actually worked while on a callback.

Such seniority accrual shall not exceed daily full-time hours in accordance with Article 10 – Hours of Work.

Casual employees shall be entitled to utilize seniority earned for the purpose of attaining a permanent or term position, subject to Article 9 -

Vacancies, Promotions, **Probation**, Transfers **and Portability**. Such seniority will be for the sole purpose of applying for a job posting relative to other casual employees and only where there are no qualified full-time or part-time applicants currently **within the Employer**.

Seniority hours accrued during the period of casual employment shall not be carried over to permanent or term employment. Seniority hours accrued during a term position shall be retained by that employee upon return to casual status and added to the previously accrued casual seniority hours.

- (m) Increments for casual employees will be earned based on seniority hours accrued, and on the basis of one (1) increment upon completion of the full-time equivalent hours, in accordance with Article 10 - Hours of Work. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.
- (n) Casual employees who are required to travel on behalf of the Employer shall be reimbursed for transportation costs at the applicable rate in accordance with Article **39 – Meal Expenses/Travel Allowance**.
- (o) Casual employees shall be paid at straight time rates when the Employer requires or pre-approves attendance at educational events, training and staff meetings.
- (p) Casual employees shall be entitled to meal allowances in accordance with Article 12 - Overtime and Article **39 - Meal Expenses/Travel Allowances**.
- (q) **Casual employees** shall be entitled to uniform/footwear provisions in accordance with Article 25 – Uniforms **and Loss of Personal Property**.
- (r) **Casual employees** shall be allocated standby and additional hours when available providing they are able to perform the required duties. Such additional hours and standby shall be divided as equitably as possible amongst those employees based on their availability. It is further

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

- (s) Article **34** – Health and Safety/Reasonable Accommodation shall apply to casual employees.
- (t) Casual employees shall be entitled to continuing education provisions in accordance with Article 20:**12**.
- (u) Except as provided for in Article **23**, where a casual employee is required to attend a court proceeding as a witness on an employment related matter on a day the employee is not scheduled to work, the employee shall receive regular basic pay for those hours required to be in attendance at court. Where the employee is required to attend court in a community outside of **their** base location the employee shall be paid for travel time at **their** regular basic rate of pay. Where the employee is required to attend court in a community outside of **their** base location the employee shall also be eligible for expenses in accordance with Article**39**. The employee will remit to the Employer any witness fees or expenses received. The employee may be required to provide documentation of the time the employee was required to be in attendance at court.
- (v) **Callback hours paid to a casual employee at straight time rates are eligible for HEB Pension Plan contributions subject to existing enrolment provisions.**

Article 5 Occupational Classifications

The classifications covered by this Collective Agreement are those set out by **(Interim) Certificate HSBURA-14** and as listed in the Salary Schedule.

5:01 In each instance, **a classification is based on procedures, duties and responsibilities specified in the job description in effect at the time this Agreement was negotiated. The Employer reserves the right to assign**

duties and responsibilities and to alter job descriptions, but is required to negotiate the value of any material change in job content during the term of this Agreement.

- 5:02**
- (a) In the event that the Employer creates a new classification, or alters an existing classification, the job description and wage rate for such classification shall be established by the Employer with notification to the Union and affected employees. Written notice of objection must be given to the Employer by the Union within forty-five (45) calendar days after the notification above or such classification and wage rate shall be considered approved and shall form part of the Agreement.**
 - (b) Where the Union objects to the wage rate for a new or altered classification established by the Employer, negotiations or the arbitration procedure set out in Article 23 must be utilized to resolve the difference within sixty (60) calendar days following the Employer notifying the Union in (a) above.**
 - (c) Any dispute as to whether a classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.**
 - (d) Where an employee believes that there has been a material or substantial change in their job content since they were last classified, they shall be entitled to request a review of their classifications.**
 - (e) The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.**
 - (f) If the decision in (e) is not satisfactory to the employee, they may treat this request for change in classification as a grievance as defined in Article 22.**

(g) A revision to an existing job description to reflect more accurately the job content of any classification shall not necessarily constitute evidence of a substantial change in job content.

5:03 The Employer further agrees to provide the Union with any subsequent material amendments to these job descriptions within thirty (30) days following their revision. Any revision to a job description shall be provided to the affected employees prior to implementation.

Article 6 Management Rights

6:01 Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate, and generally regulate its sites, affairs and functions.

6:02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

Article 7 Salaries

7:01 Salaries shall be paid to each employee in accordance with **the Salary Schedule** which is attached to and forms part of this Agreement.

7:02 In implementing this Agreement, each employee shall be placed not lower than the same increment level and in the same classification **they** enjoyed under the previous Agreement.

7:03 Increments as specified in the Salary Schedule shall be granted annually on the anniversary date of the employee's employment with the Employer, or as altered by the terms of this Agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the employee, withhold an annual increment, subject to review not later than three (3) months from the date such increment was withheld.

7:04 Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence, of four (4) weeks or less.

7:05 The minimum salary of a newly hired employee will be determined by experience:

- (a) On an equivalent full-time basis, and
- (b) Related to the position applied for and held, and
- (c) In accordance with the following table:

	Step 1	Step 2	Step 3	Step 4	Step 5
1 Year in Previous ...3 Years	X				
2 Years in Previous ...4 years		X			
3 Years in Previous ... 5 years			X		
4 Years in Previous ... 6 years				X	

7:06 Salaries shall be quoted in terms of gross hourly rates, equivalent bi-weekly rates and equivalent gross annual rates.

7:07 An employee shall be entitled to payment of all wages, vacation pay and other benefits **on the next payroll processing date** after termination **or death**.

7:08 (a) A graduate of an approved school of the relevant classification and who has not attained **their** professional designation may, at the discretion of the Employer, be paid eight percent (8%) less than the approved classification rate as set out in the Salary Schedule attached hereto. However, for a new graduate upon attaining **their** professional

designation will be entitled to the classification rate upon providing proof of certification of certification/licensure. Such rate will be effective the date proof of certification is provided.

- (b) **Where registration/licensure is obtained later than six (6) months of commencing employment, the anniversary date for increment purposes shall be the date on which proof of registration/licensure is provided.**
- (c) Failure of a graduate to obtain registration/license within twelve (12) months of commencing employment or denial of registration/license by the appropriate provincial licensing body shall constitute just cause for termination.

7:09 During the term of this Agreement amendments to the salary schedule resulting from the introduction of a new classification, or amendments to the Salary Schedule of the Agreement shall be determined through negotiations between the Employer and the Union.

7:10 Employees shall be paid bi-weekly.

7:11 An employee's anniversary date which is used for incremental purposes, shall be their current anniversary date as of the date of signing of this Agreement.

For incremental purposes, the Employer agrees to grandfather anniversary dates of employees subsequently entering the bargaining unit.

7:12 Employees shall be eligible for the Long Service Step identified in the Salary Schedule upon completion of the following:

- (i) Twenty (20) or more years of continuous service; and
- (ii) The employee has been at the maximum step of the salary scale for a minimum of 12 consecutive months.

Continuous service shall be calculated based on calendar years of service.

- 7:13** Should an employee believe that an error has been made in **their** bi-weekly pay the employee shall have the right to request a detailed summary of the pay statement.
- 7:14** The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:
- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
 - (b) The proposed recovery is made in as fair and reasonable a manner as possible; and,
 - (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the employee.

In the event the employee retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payment that might be owing to that employee to recover the overpayment.

- 7:15** **“Under deduction” shall include, but is not limited to, any statutory deduction, or any other amount for which the employee has provided their consent to be deducted from their wages, that has not been deducted by the Employer as a result of a good faith error on the part of the Employer.**

- (a) All under deductions are considered to be an accounts receivable and will be deducted from an employee's wages when discovered by the Employer.
- (b) The deduction will be made in a fair and reasonable manner after notification to the employee and taking into consideration the amount of the account receivable and the purpose of the amount under deducted.
- (c) Where an error has been made by the Employer in good faith, the Employer shall be entitled to recover any under deduction made, for a period of time that does not extend further back than twelve (12) months from date of discovery. The proposed recovery will be made over a period of time which is no less than the period during which the under deduction was made, unless otherwise agreed between the employee and the Employer.
- (d) Employee Benefit Forms / Under Deduction
 - (i) An employee failing to submit their benefit and/or pension forms on a timely basis or to ensure appropriate notification prior to a return from leave of absence may result in an under deduction.
 - (ii) An under deduction shall not be deemed an overpayment. In order to **initiate or** maintain continuity of benefits **and pension contributions** under deductions will be corrected as soon as possible with the Employer and employee making their required contributions.

Failure to make the required benefit premiums/contributions **may negate the availability of these benefits to the employee or may result in the employee having to provide evidence of proof of insurability to the benefit provider.**

Article 8 Seniority

- 8:01** (a) Seniority shall be defined as the total accumulated regular hours paid from the last date the employee entered the bargaining unit, recognizing that employees transferring **to a position** out of the bargaining unit **with the Employer** and who later return, will have their seniority bridged excluding the time worked out of the bargaining unit.
- (b) Seniority accumulated prior to the date of signing of this Agreement shall be retained.
- (c) **At no time will the seniority accrued in one year be greater than the full-time annual hours worked for that classification in accordance with Article 10 – Hours of Work.**
- (d) Once annually the Employer will provide the Union with a seniority list indicating the total seniority hours since the date of entry into the bargaining unit. The seniority list shall be prepared as at the end of the final pay period in each calendar year and shall also include the following: name, classification, employment status (FT, PT, CAS), and date of employment. This list will be posted in all **base** locations, and a copy provided to the Union, no later than January 31st of each year. This list shall be open for correction for a period of forty-five (45) calendar days from the date of the initial posting. On presentation of proof of error, the Employer will correct any errors so found. By March 31st of each year, the corrected list shall be posted in all **base** locations, and a copy sent to the Union. This shall be considered the accurate list and shall not be subject to further changes until the next posting.
- (e) Part-time employees placed on standby shall accrue seniority for hours actually worked on a callback.
- 8:02** Seniority of an employee will continue to accrue during:
- (a) Any period of paid leave of absence or income protection;
- (b) Absence on Workers Compensation;

- (c) Unpaid leave of absence of four (4) weeks or less;
- (d) Layoff of twenty-six (26) weeks or less;
- (e) Educational leave of two (2) years or less;
- (f) Parenting leave of up to **eighty (80) weeks;**
- (g) Any period of paid vacation;
- (h) Absence up to two (2) years;
- (i) An unpaid leave of absence due to injury or illness which is compensable by MPI or D&R for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (j) Any period an employee is assigned to temporarily relieve or replace an employee in an out of scope position;

8:03 Seniority will be retained but will not continue to accrue during:

- (a) Unpaid leave of absence of more than four (4) weeks, except those referenced in Article **8:02;**
- (b) Educational leave in excess of two (2) years;
- (c) Layoff of more than twenty-six (26) weeks and not more than five (5) years;
- (d) An unpaid leave of absence due to injury or illness which is compensable by MPI or D&R in excess of two (2) years from the date of the first absence from work related to the injury or illness;
- (e) **Any period an employee takes a term position in another bargaining unit within the Employer.**

8:04 Seniority will terminate if an employee:

- (a) Resigns;

- (b) Is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) Is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate;
- (d) Is laid off for more than five (5) years;
- (e) Fails to report for work as scheduled at the end of a leave of absence or suspension; without an explanation satisfactory to the Employer;
- (f) Is promoted or **voluntarily transfers to a permanent position outside** of the bargaining unit and has completed the trial period in the new position.

8:05 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:

- (a) Paid leave of absence;
- (b) Paid income protection;
- (c) Unpaid leave of absences up to four (4) weeks. In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases;
- (d) Workers Compensation up to two (2) years in that appropriate time period.

Article 9 Vacancies, Promotions, Probations, Transfers and Portability

9:01 All vacancies shall be filled in accordance with the Collective Agreement. Employer and Inter-Employer postings may occur simultaneously.

An employee employed by an Employer who participates at MGEU Professional/Technical/**Paramedical** Central Table negotiations, who applies for and is awarded a position with another Employer who participates at MGEU Central Table negotiations, and who commences employment with **their** new Employer within six (6) weeks of termination from **their** former Employer, shall be entitled to portability of benefits as follows:

- (a) Seniority credits;
- (b) Accumulated income protection benefits;
- (c) Length of employment applicable to next increment date;
- (d) Length of employment applicable to the rate at which vacation is earned;
- (e) Length of employment applicable to pre-retirement leave;
- (f) Length of employment for the purpose of qualifying to join benefit plans;
- (g) Length of employment applicable to qualification for the retirement provisions of the pension plan;
- (h) Continuation of benefits plans.

See Appendix **D**.

- 9:02** All vacancies which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days within all of the sites, **including websites**, comprising the **Employer** and shall remain posted for the duration of the competition. Such postings shall state the classification, **job title**, required qualifications, current or anticipated shift(s) and hours of work, **department(s)/site(s)/base** location of position and wage rate. Job descriptions shall be available to applicants upon request. A copy of the posting shall be sent to the **Union** office.

- 9:03** An employee on any leave shall be considered for a posted vacancy provided that the employee submits an application in accordance with the Employers' job posting application procedures.
- 9:04** Seniority shall be considered as a factor in vacancy selection (including promotion and transfer) and if all other selection criteria are relatively equal, it shall be considered as the governing factor.
- 9:05** **Upon request, an** employee who applies for a posted vacancy during the posting period will be notified in writing of the disposition of **their** application. The name of the successful applicant for any position, which falls within the scope of the Agreement, will be posted by the Employer within all of the sites comprising the **Employer**.
- 9:06** An employee who applies for a posted vacancy and is unsuccessful shall be given the reasons in writing, upon request, as soon as reasonably possible.
- 9:07** Upon promotion, an employee shall receive a salary within the salary range of **their** new classification which provides an increase of at least five percent (5%) above **their** former salary.
- 9:08** **Should a full-time position become vacant, the Employer shall endeavor to continue to post such positions as full-time positions subject to operational requirements and funding.**
- 9:09** An employee's anniversary date for the purpose of annual increment shall not be changed as a result of promotion.
- (a) **A probationary period is served by an employee** who has not completed three (3) months of continuous full-time employment or six (6) months continuous part-time employment. **The probationary period may be** extended at the discretion of the Employer by not more than three (3) additional months. If the probation period is extended, the Employer will notify the employee in writing of the reason(s) for the extension with a copy to the Union.

- (b) **Probationary employees** may be dismissed without recourse by the grievance procedure.
- (c) **Time frames of continuous employment referenced above in (a) will be extended for any period of leave in excess of two (2) calendar weeks.**
- (d) An employee shall not be eligible to apply for transfer during their probationary period, except at the discretion of the Employer.

9:10 All promotions and voluntary transfers **to a different classification** are subject to a three (3) month trial period for full-time employees and six (6) month trial period for part-time employees which may be extended by the Employer up to an additional three (3) months.

9:11 During the trial period, if the employee proves to be unsatisfactory in the new **classification, the employee** shall be returned to **their** former position, if reasonably possible, without loss of seniority. An employee not returned to **their** former position shall be returned to **their** former classification, and **base location/site** where reasonably possible, without loss of seniority. All other employees so affected shall be returned to their former positions if reasonably possible, without loss of seniority.

9:12 An employee who through advancing years or disablement, is unable to perform **their** regular duties, shall be given preference for transfer to any suitable vacant position within the bargaining unit which requires the performance of lighter work of which **the employee is** capable. **The employee** will be paid at the same increment level in the new position as **the employee** was paid in **their** previous position.

- 9:13**
- (a) Any employee voluntarily transferring into a classification with a lower pay rate shall be paid at the same increment level in the new position as **the employee** was paid in **their** previous position.
 - (b) **Notwithstanding Article 28:15** an employee who is involuntarily demoted to a classification with a lower pay rate shall be placed on the

increment step of the lower classification which is closest to, but not higher than **their** present rate of pay.

- 9:14** Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent changes.

Article 10 Hours of Work

- 10:01** Regular hours of work for full-time employees excluding meal periods and including rest periods, shall consists of one of the following:
- (a) **seven and three-quarters (7.75) hours per day, the normal bi-weekly period of work shall be comprised of seventy-seven and one-half (77.50) hours when averaged over the rotation period and two thousand and fifteen (2015) hours per year; or**
 - (b) **seven and one-half (7.5) hours per day, the normal bi-weekly period of work shall be comprised of seventy-five (75) hours when averaged over the rotation period and one thousand, nine hundred and fifty hours (1950) per year; or**
 - (c) **seven and one-quarter (7.25) hours per day, the normal bi-weekly period of work shall be seventy-two and one-half (72.5) hours when averaged over the rotation period bi-weekly and one thousand, eight hundred and eighty-five hours (1885) per year; or**
 - (d) **eight (8) hours per day, an average of eighty (80) hours when averaged over the rotation period and two thousand and eighty hours (2080) per year; or**
 - (e) **For clarification purposes it is understood that the daily hours of work in (a), (b), (c), and (d) above are referenced in this Collective Agreement as eight (“8”) hour shifts.**

10:02 **Meal Breaks**

An unpaid meal period will not be less than thirty (30) minutes or more than one (1) hour in duration.

10:03 Rest Periods

A paid rest period of fifteen (15) minutes will be allowed by the Employer during each continuous three (3) hour period of work.

10:04 Modified Hours of Work

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

10:05 Where an employee cannot arrive as scheduled at the Worksite due to whiteout/blizzard conditions as declared by Environment Canada or due to road closures as declared by police agencies or Manitoba Infrastructure and Transportation, the employee may be rescheduled if the employer determines that alternate work is available and that it can be rescheduled during the following two (2) consecutive bi-weekly pay periods. Where the rescheduling of such alternate work cannot be accommodated or the employee chooses not to be rescheduled, they may take the time from banked time which includes general holidays or vacation.

An employee can request other work arrangements where operational requirements permit and where approval has been authorized by the Employer.

Article 11 Shift Schedules

11:01 Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the employee(s) concerned and the Employer.

11:02 Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible. **It is understood that any exchange in shifts**

requested by employees and approved by the Employer shall not result in overtime costs to the Employer.

11:03 Shift **patterns** shall be planned by the Employer in consultation with the Union and shall unless otherwise mutually agreed between the Union and the Employer, observe the conditions listed herein:

- (i) Not less than fifteen (15) hours off between shifts;
- (ii) Not less than eight (8) days off in any two consecutive pay periods;
- (iii) A minimum of two (2) consecutive days off where reasonably possible;
- (iv) Not more than seven (7) consecutive working days, and when reasonably possible, six (6) or less;
- (v) Alternate weekends off shall be granted as often as reasonably possible, with a minimum of every third weekend off.

11:04 Employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift.

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

Any alteration to an existing shift pattern shall only be implemented after meaningful consultation with the employee(s) so affected and the Union. Meaningful consultation shall consist of the following steps:

1. The Employer will meet with the affected employee(s) and a representative of the Union to discuss the proposed alteration to the shift pattern. An attempt will be made to obtain the agreement of the majority of the affected employees.

2. Failing agreement of the majority of affected employees, the Union and the employee(s) so affected shall, within ten (10) working days, have the opportunity to consider and submit alternate proposals to the Employer for consideration.
3. If after consideration of the alternate proposals, the Employer still plans to implement the alteration to the shift pattern, the affected employee(s) will be given at least **ninety (90)** days' notice.

11:05 Notwithstanding **11:02**, where seven (7) calendar days' notice is not given to change the shift schedule, an employee shall be paid at overtime rates for the first shift worked which varies from the posted schedule.

11:06 Flex Time

When an employee initiates a request to vary hours worked in order to effectively carry out the various duties and responsibilities of the position in exchange for alternate time off, such time shall be pre-authorized by the Employer and will be banked at the employee's regular rate of pay. The Employer shall not direct employees to "flex" their time.

Any flex time approved must be worked and taken in the same pay period, unless mutually agreed otherwise.

If mutual agreement cannot be achieved and the flex time is unable to be scheduled within the same pay period the Employer shall pay out the time at the applicable rate.

11:07 Float Positions and Schedules

- (a) **Float Positions shall be posted in accordance with Article 9 and shall include the base location (if appropriate) and the unit(s)/site(s) where the employee will work.**
- (b) **Subject to Article 11:01 and 11:03, float schedules shall have recurring shift patterns and are assigned to a base location.**

In the event the employee is assigned to more than one site, transportation reimbursement will be provided in accordance with Article 39.

Article 12 Overtime

- 12:01**
- (a) Overtime shall mean any authorized time worked in excess of regular hours established under Article 10.
 - (b) **The manager or designate** authorized to do so, may require an employee under the **manager or designate's** authority to work overtime. Except in emergency situations, **the manager or designate** shall endeavour to assign overtime work as fairly as possible amongst those employees qualified to perform the work.
 - (c) No employee shall be required to work overtime against **their** wishes when other employees who are capable and qualified to perform the duties are willing and available to perform the work.
 - (d) **An employee will not be eligible to work overtime if they are on any type of requested time off such as vacation or banked overtime. Those employees will only be considered for overtime hours on that day after all other staff have been contacted.**
 - (e) **An employee shall not be required to alter their scheduled hours of work to offset any overtime worked.**
- 12:02** Effective July 14, 2023, overtime rates shall be:
- (a) **Overtime shall be compensated at two (2x) times the employee's basic rate of pay for authorized overtime hours worked.**
 - (b) Full-time employees **who work on a** scheduled day off shall be paid at the rate of two times (2x) the employee's basic salary.
 - (c) **Employees working two (2) full consecutive shifts shall receive double time (2x) the basic rate of pay during the additional of two**

consecutive shifts. Employees will receive their basic rate of pay for the period of overlap.

(d) Employees shall be compensated at two and one-half times ($2\frac{1}{2}x$) the employee's basic rate of pay for authorized overtime worked on a general holiday.

(e) Employees shall receive one (1x) time the basic rate of pay due to a missed paid rest period.

12:03 An employee who's required to remain on duty or return to work during their meal period, and is not able to reschedule the remainder of the meal period will be entitled to receive pay at overtime rates for the missed meal period or portion thereof.

12:04 (i) An employee who is required to remain in the worksite, shall receive pay at overtime rates for the entire meal period.

(ii) An employee whose meal period is cancelled or interrupted shall be entitled to receive pay at overtime rates for the time missed.

12:05 An employee performing overtime **without 24 hrs notice**, for a period in excess of two (2) hours, in succession with **their** regular shift, shall be paid a meal allowance of **ten dollars (\$10.00)**.

12:06 An employee who is absent on paid time off during **their** scheduled work week shall, be considered as **having** worked **their** regular hours **for the purpose of calculating overtime pay**.

12:07 By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates. **Employees shall be allowed to request to bank or pay out overtime. Such request shall not be unreasonably denied.**

Overtime may be accumulated to a maximum of seventy-seven and one-half (77.50) hours at any one time. Any overtime in excess of seventy-seven and one-half (77.50) hours shall be paid as earned. All

accumulated overtime must be taken as time off or paid out by March thirty-first (31st) of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the employee in the last pay period of the fiscal year on a separate cheque without a surcharge.

Overtime may be cancelled by the Employer prior to the employee reporting for duty as follows:

Except as stated in (b) below, notification for the cancellation of overtime shall be provided a minimum of three (3) hours prior to the commencement of the start of the overtime period.

(a) In the event the overtime was authorized within three (3) hours of the commencement of the overtime period, the overtime may be cancelled as soon as reasonably possible.

(b) Should the employee report for duty prior to the cancellation of the overtime, the employee shall be paid three (3) hours at overtime rates.

12:08 An employee, not on standby, if called out or scheduled to work overtime shall receive compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's regular workday. A meal period shall not be regarded as affecting contiguity.

Where an employee, not on standby, is required to report to work within two (2) hours prior to the commencement of their next scheduled shift, the employee will be compensated at overtime rates for all time worked prior to **the starting time of their next scheduled shift.**

12:09 The additional time worked in excess of the daily hours of work as a result of the change from Daylight Savings Time to Central Standard Time shall be compensated for at the applicable overtime rates.

- 12:10** If the Employer requires an employee attend a meeting, conference, training, workshop, seminar, course or program outside of working hours, the employee shall be compensated at straight time rates or granted equivalent time off and shall be reimbursed for all reasonable expenses related thereto.
- 12:11** Where the Employer requires any employee to instruct courses outside of working hours, the employee shall be compensated at overtime rates, where applicable, or granted equivalent time off.
- 12:12** **As much notice as possible will be provided to the employee when they are mandated to work overtime.**
- 12:13** **In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which regular meal/rest periods shall occur in accordance with the hours of work in Article 10.**

Article 13 Standby and Callback

- 13:01** Standby is that time duly authorized by the Employer during which an employee is required to be available to report for duty without undue delay.
- 13:02** To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to report for duty as quickly as possible if called.
- 13:03** Standby schedules for a minimum four (4) week period shall be posted at least two (2) weeks in advance of the posting period. Subject to the Employer's requirement to maintain departmental operations, standby schedules shall not be altered after posting except by mutual agreement between the employee(s) concerned and the Employer.
- 13:04** A callback is defined as a call which requires an employee to report for duty during the period between completion of regularly scheduled hours of work

and subsequent starting time. A call-back shall conclude when all emergent work has been completed as confirmed with the Supervisor in charge except where such requirement is specifically exempted by the Employer.

- 13:05** Any employee designated for standby duty who is required to report for duty shall be compensated for not less than three (3) hours for each such callback. **Callback rates shall be in accordance with Memorandum of Agreement #1 – Application of Overtime Rates for Callback.**
- 13:06** An employee, who has been designated by the Employer to be available on standby, shall be entitled to payment of two (2) hours basic pay for each eight (8) hour period or pro-rata payment for any portion thereof.
- 13:07** When an employee is returning for duty as a result of a callback and the callback is cancelled prior to the employee arriving at the worksite the employee shall be paid one (1) hour at straight time rates.
- 13:08** An employee who is required to report for duty on a callback shall be reimbursed for transportation costs at the applicable mileage rate with a guaranteed minimum of \$4.00 per round trip.
- 13:09** Callback for full-time and part-time employees shall be paid, or by mutual agreement between the Employer and employee, may be compensated for by the granting of paid time off which is equivalent to the total callback payment to which **they** would otherwise be entitled. Such time shall be taken by the employee prior to March 31st of any year or paid out, unless otherwise mutually agreed.
- 13:10** An employee on standby who is required to report for duty shall not be required to perform non-emergent duties.

The parties agree that no employee may refuse assigned work when on standby. If an employee documents their concerns as to whether such assigned was non-emergent, then such discussions with the Manager or designate will occur afterwards.

13:11 The Employer shall provide suitable parking facilities for employees who are required to return to **the place of employment on a callback.**

Article 14 Premiums

14:01 (a) An evening shift premium of **one dollar and seventy-five cents (\$1.75) [two dollars (\$2.00) effective July 14, 2023]** per hour shall be paid to an employee for all hours actually worked on any shift when the majority of the hours on that shift fall between 1600 hours and the next succeeding 2400 hours.

The evening shift premium shall be applicable to each hour worked after sixteen hundred (1600) hours on a 'modified' day or evening shift during which at least two (2) hours are worked between sixteen hundred (1600) hours and the end of the shift.

(b) A night shift premium of **two dollars and fifty cents (\$2.50) [three dollars and fifty cents (\$3.50) effective July 14, 2023]** per hour shall be paid to an employee for all hours actually worked on any shift when the majority of the hours on that shift fall between 2400 hours and 0800 hours.

14:02 A weekend premium of **two dollars (\$2.00)** per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

14:03 Shift and weekend premiums shall be payable to an employee who is on standby for all hours actually worked on a callback.

14:04 Except as provided in **14:03**, shift premium and weekend premiums shall not be payable while an employee is receiving overtime rates.

14:05 An employee temporarily assigned to perform substantial duties and responsibilities of a higher classification covered by this Agreement shall be paid a premium of **one dollar (\$1.00)** per hour for hours so assigned.

Such temporary assignment shall not normally exceed three (3) consecutive months. However, such temporary assignment may be extended by mutual agreement between the Employer and the Union.

Any anticipated vacancy in excess of three (3) months or in excess of the mutually agreed upon time shall be posted as a term position.

An employee temporarily assigned to perform the duties and responsibilities of a lower classification covered by this Agreement shall continue to receive the rate for **their** regular duties.

14:06 An employee temporarily assigned to perform the duties and responsibilities of an out of scope managerial position for a minimum of one day shall be paid a rate that is at least 5% higher than **their** current salary rate.

Article 15 Annual Vacation

15:01 The whole of the calendar year shall be available for vacations to be taken. The dates used to calculate vacation earned shall be from April 1st to March 31st in the following year. The employee shall have the right to request which day of the week **their** vacation begins. **Notwithstanding the date of the vacation year, vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.**

15:02 An employee who terminates for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of regular paid hours, as per Article **15:05**.

15:03 Applicable to all employees, except for former Civil Service employees.

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

Length of Employment	Rate at Which Vacation Earned
In first (1 st) three (3) years	Fifteen (15) days per year

In the fourth (4 th) to tenth (10 th) Year inclusive	Twenty(20) days per year
In the eleventh (11 th) to twentieth (20 th) year inclusive	Twenty-five (25) days per year
In the twenty-first (21 st) year and subsequent years	Thirty (30) days per year

Vacation entitlement for the vacation year following completion of the 3rd, 10th and 20th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

Applicable to all former Civil Service Employees:

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

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

Vacation entitlement for the vacation year following completion of the 3rd, 9th and 19th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

15:04 Partial vacation and vacation pay will be calculated as follows:

- (a) For employees entitled to fifteen (15) working days' vacation - 5.769% of regular paid hours

- (b) For employees entitled to twenty (20) working days' vacation - 7.692% of regular paid hours
- (c) For employees entitled to twenty-five (25) working days' vacation 9.615% of regular paid hours
- (d) For employees entitled to thirty (30) working days' vacation - 11.538% of regular paid hours

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

15:05 The Employer shall post vacation entitlements not later than February 1st each year, and allow employees to express their preference before March 1st.

15:06 The Employer will post an approved vacation schedule not later than March 31st, having considered **operational** requirements **and seniority**.

Approved vacations will not be re-scheduled except by mutual agreement between the Employer and employee and insofar as such change does not affect departmental operations or disrupt any other employee's scheduled vacation.

15:07 An employee who has not completed one (1) year's continuous employment as at March 31st shall be granted a pro-rata vacation.

15:08 Where an Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer **shall** authorize a carryover of vacation into the next vacation year or the payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions.

15:09 An employee who fails to indicate **their** choice of vacation within the above thirty (30) calendar day period shall not have preference in choice of vacation time, where other employees have indicated their preference.

- 15:10** Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise provided for in this Agreement or otherwise mutually agreed between the employee and the Employer.
- 15:11** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) cumulative months from the date the employee first commenced being absent from work for surgery or rehabilitation due to the injury or disability.
- 15:12** Applicable to former Civil Service employees:
- As established under the Civil Service Superannuation Plan, former Civil Service employees may carry-over vacation credits to retirement in accordance with the following:
- (a) Commencing up to four (4) years prior to the employee's retirement date, an employee may bank up to 50 days of vacation credits provided that a maximum of one year's vacation credits are carried forward from one vacation year to the next.
 - (b) An employee may only bank a maximum of 50 vacation days.
 - (c) An employee must provide in writing **their** intended retirement date at the time **the employee** commences banking vacation credits for this purpose.
- 15:13** Upon request, an employee may be permitted to retain up to three (3) days of **their** regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion as long as adequate notice is given to accommodate scheduling. **Carryover of these three (3) retained vacation days will be allowed subject to a written request being received by the appropriate manager sixty (60) days prior to the end of the current vacation year. Such days shall be paid out if not taken by the end of the vacation year to which they were carried over.**

15:14 Long Service Recognition – Vacation

In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative.

Part-time employees shall be entitled to a pro rata portion of this benefit.

Article 16 Income Protection

16:01 The Employer agrees to recognize income protection credits accumulated prior to the signing of this agreement.

16:02 (a) Full-time employees shall accumulate income protection credits at the rate of one and one-quarter (1 ¼) days per month.

Of each day and a quarter of income protection credits earned, one day* shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining one quarter of a day* shall be reserved for either the employee's use or for use in the event of family illness **as specified in Article 16:09**. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

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

- Eighty percent (80%) of the balance will be reserved for the employee's personal use.
- Twenty percent (20%) of the balance will be reserved for either the employee's personal use or for use in the event of family illness **in accordance with Article 16:09**.

- (b) Part-time employees shall accumulate income protection credits on a pro rata basis.
- (c) An employee, in **their** first year of employment, shall be entitled to utilize up to five (5) days of income protection credits before they are earned. The Employer may recover from a terminating employee all paid sick leave granted but not earned.

16:03 An employee who will be absent due to illness or injury shall inform **their** supervisor or designate prior to commencement of **their** next scheduled shift(s). An employee who fails to give notice as specified below or as soon as reasonably possible thereafter in the case of extenuating circumstances, may not be entitled to receive income protection benefits for the shift in question:

Prior to day shift 1 hour

Prior to evening shift 3 hours

Prior to night shift 3 hours

16:04 Upon sufficient notification to the Employer, and providing such time off does not unduly affect the departmental operations, employees shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, or other recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated income protection. When non-local resources are utilized, a maximum of one (1) day may be claimed from income protection.

16:05 If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided.

If an employee is on income protection which commences prior to, and continues into an approved vacation period, the displaced portion of the approved vacation shall be rescheduled.

16:06 The Employer will provide each employee with a statement of accumulated income protection credits upon request.

16:07 The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform **their** normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than three (3) days.

16:08 (a) HEBP - DISABILITY AND REHABILITATION PLAN (D AND R PLAN)

It is understood that the elimination period for the D and R Plan is one hundred and nineteen (119) calendar days. The parties agree that Income Protection will be used to offset the elimination period. An employee may claim Income Protection for a period of time not to exceed the elimination period **providing they have sufficient income protection credits.**

(b) CIVIL SERVICE - LONG TERM DISABILITY INCOME PLAN

It is understood that the elimination period for the Long Term Disability Income Plan is the greater of one hundred and twenty (120) calendar days or the exhausting of the employee's income protection bank to a maximum of two hundred and eight (208) working days.

16:09 **Subject to the provisions of Article 16:02,** an employee may use up to five (5) days of Income Protection in any one (1) calendar year to provide care in the event of an illness of a spouse, **common-law spouse including fiancé, dependent child, dependent step-child,** parent, **step-parent, or parent in-law** of the employee.

Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

16:10 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall, upon providing an acceptable

medical certificate attesting to **their** inability to perform the normal duties of **their** job, be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months. An employee who is able to resume work following a period of absence which exceeds one (1) month shall notify the Employer of **their** ability to resume work at least five (5) calendar days prior to the date of **their** intended return.

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

16:11 Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.

16:12 WCB/MPI

A. WCB

- (a) An employee who becomes injured or ill in the course of performing **their** duties must report such injury or illness as soon as possible to **their** immediate supervisor.
- (b) An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the WCB. Workers Compensation payment(s) will be paid directly to the employee by WCB.

B. MPI

Where an employee is unable to work because of injuries sustained in a motor vehicle accident, **they** will inform the Employer immediately, in

accordance with established procedures, and **they** must submit a claim for benefits to Manitoba Public Insurance (MPI). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by MPI. **Failure to do so shall disentitle them from income protection benefits. It is expressly understood that an employee may not receive compensation from both income protection and from MPI.**

C. WCB/MPI Advance

Subject to (D), where an employee has applied for WCB/MPI benefits and where a loss of normal salary would result while awaiting the WCB/MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:

- (a) Advance payment(s) shall not exceed the employee’s basic salary as defined in the Salary Schedule (exclusive of overtime), less the employee’s usual income tax deductions, Canada Pension Plan (CPP) contributions, and Employment Insurance (EI) contributions.
- (b) The advance(s) will cover the period of time from the date of injury or illness until the date the final decision is rendered. In no case shall the total amount of the advance exceed the lesser of:
 - (i) The total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period, for former Civil Service employees - one hundred and twenty (120) calendar day elimination period, or
 - (ii) seventy percent (70%) of the value of the employee’s accumulated income protection credits.
- (c) The employee shall reimburse the Employer by assigning sufficient WCB/MPI payments to be paid directly to the Employer to offset

the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB/MPI directly to the employee.

- (d) In the event that WCB/MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

D. WCB/MPI Supplement

- (a) Subject to (C), an employee who accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the WCB/MPI payments.
- (b) The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in the Salary Schedule of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, CPP contributions and EI contributions.
- (c) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until:
 - (i) For individuals enrolled in HEBP - the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.

(ii) For former Civil Service employees:

- the employee's accumulated income protection credits are exhausted, or until one hundred and twenty (120) calendar days have elapsed since the first day of supplement, whichever is greater; or
- the employee's accumulated income protection credits greater than one hundred and twenty (120) calendar days, but less than two hundred and eight (208) working days since the first day of supplement, are exhausted; or
- the employee's accumulated income protection credits to a maximum of two hundred and eight (208) working days since the first day of the supplement are utilized.

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

16:13 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

16:14 Income protection will continue to accrue during a paid leave of absence, or unpaid leave of absence of four (4) weeks or less. For unpaid leaves of absence that exceed four (4) weeks, income protection credits shall be retained but shall not accrue for that period of time that exceeds four (4) weeks.

16:15 An employee who is absent due to illness or injury which is not eligible for compensation by either the WCB subject to **16:12 A** or by MPI as a result of a motor vehicle accident subject to **16:12 B**, shall be paid **their** regular basic salary to the extent that **they have** accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to any injury for which lost earnings are compensated by MPI.

Article 17 Bereavement Leave

17:01 Bereavement leave of up to four (4) **consecutive** working days without loss of pay shall be granted in the event of the death of a spouse, **common-law spouse, fiancé, same sex-partner**, child, **step-child**, ward of the employee, parent, step-parent, sibling, **step-sibling**, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, **grandparent-in-law, grandchild**, former legal guardian, fiancée, live in partner, step-child, step-sibling, grandparent-in-law, and any other relative who **had recently been residing** in the same household. Such days may be taken only in the period which extends from the date of notification of death, up to and including the day following **interment, funeral, or initial memorial service or four (4) consecutive working days following the death, whichever is greater.**

One **(1)** bereavement leave day may be retained **at the employee's request** for use in the case where actual interment, **funeral, or initial memorial service** is at a later date.

17:02 Bereavement leave may be extended by up to two (2) additional **consecutive** days as may be necessitated by reason of travel to attend the **interment, funeral or initial memorial service** of a person named above.

17:03 An employee who is, or will be, absent on bereavement leave shall notify **their** supervisor at the earliest possible opportunity.

17:04 (a) Provided the employee has not received bereavement leave for the death in question, necessary time off up to one **(1)** day at basic pay will be granted to an employee to attend **an interment or initial memorial service** as a pallbearer.

(b) Provided the employee has not received bereavement leave for the death in question necessary time off up to one **(1)** day at basic pay may be granted an employee to attend **an interment, funeral or initial memorial service** as a mourner.

- 17:05** An employee who is entitled to bereavement leave under Article 17 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.
- 17:06** **For the purposes of this Article, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the affected employee.**
- 17:07** **Compassionate leave for purposes other than death, such as serious personal loss due to fire, flood, or theft, may be granted at the Employer's discretion.**

Article 18 General Holidays

- 18:01** A paid day of rest shall be granted to every full-time employee on or for each of the following general holidays:

New Year's Day (January 1) Labour Day

Louis Riel Day **National Day for Truth and Reconciliation
(effective September 30, 2021)**

Good Friday Thanksgiving Day

Easter Monday Remembrance Day

Victoria Day Christmas Day (December 25)

Canada Day (July 1) Boxing Day (**December 26**)

Terry Fox Day

And any other holiday declared by the Federal and/or Provincial Authorities.

Where the Employer requires an employee to work a regular work day on December 24th, when that day falls on Monday thru Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with

pay to a maximum of four (4) hours, to be taken at a time mutually agreed between the Employer and employee.

- 18:02** A **full-time** employee scheduled and required to work on any general holiday shall be paid time and one half (1½x) for all hours worked and shall be granted a compensating day off with pay at the **employee's** basic rate of pay in lieu thereof.
- 18:03** Whenever a general holiday falls on a **full-time employee's** scheduled day off, the employee shall receive an extra day off in lieu **in accordance with Article 18:06**; the Employer may, however, give **the employee** an extra days pay at **their** basic rate if mutually agreed between the employee and the Employer.
- 18:04** An employee, who is scheduled to work on a general holiday and is unable to, for whatever reason, shall be paid the day as a holiday.
- 18:05** If a general holiday falls on a day on which an employee is receiving income protection benefits, **the employee** shall be paid for the holiday and such pay shall not be deducted from income protection credits.
- However, when the employee has already received an alternate day off with basic pay for the general holiday, **the employee** shall be paid from income protection credits for that day at **their** basic rate of pay.
- 18:06** Where a general holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.
- 18:07** A day off given in lieu of a recognized holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.
- 18:08** (a) **Subject to 18:06**, employees shall be allowed to bank up to five (5) alternate days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. If compensating time off is impractical to schedule prior to

the end of the fiscal year, the employee shall receive **their** regular rate of pay for all days banked.

- (b) The accumulated banked general holiday time referred to, shall be taken **or paid** in the fiscal year in which it is earned.
- (c) In the event that an employee is terminated, the banked general holiday time shall be paid out at the final rate in effect for the employee during the year in which the **general** holidays were worked.

18:09 The Employer will endeavour to ensure that all employees receive at least two (2) other general holidays besides Christmas or New Year's on the day on which they occur. As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.

18:10 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

18:11 Upon request, an employee may be permitted to retain up to three (3) days of **their** regular vacation or banked time or a combination thereof for the purpose of taking time off for reason of religious observances/holidays, provided that adequate notice is given in order to accommodate scheduling. Such days must be utilized prior to the end of the Employer's current fiscal year.

Article 19 Union Representation and Business

19:01 Steward means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

19:02 The Employer recognizes the Union's right to select stewards to represent employees.

- 19:03** The Union shall determine the number of stewards and the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the site, and the administrative structure implied by the grievance procedure.
- 19:04** Stewards and employees shall not normally conduct Union business during their working time. Should it be necessary to conduct Union business during normal working hours and subject to operational requirements, they shall be allowed time off on a wage recovery basis subject to Union approval.
- 19:05** The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 19:06** For complaints of an urgent nature, a steward shall first obtain the permission of the steward's immediate supervisor before leaving work to investigate such complaint with the employee and supervisor or departmental official concerned. Such permission shall not be unreasonably sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor.
- 19:07** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from **their** supervisor(s) for the time required to deal with the complaint or grievance. On resuming **their** duties, the steward and employee shall notify **their** supervisor(s).
- 19:08** An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence on a wage recovery basis and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during **their** term of office. Such employee may receive **their** pay and benefits as provided for in this Agreement subject to recovery of payroll and related costs by the Employer from the Union.

19:09 Union Security, Dues and Bulletin Boards

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

- 19:10** (a) During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.
- (b) Such dues shall be forwarded by the Employer to the Union within thirty (30) days after the end of each month, together with a list of all employees from whom the deductions were made.
- (c) The Employer shall also provide the following data to the Union at the time of remission of Union dues: employee's bargaining unit, classification, work location and home address **and personal phone number**. The employee's address shall be excepted only when an employee has expressly instructed the Employer in writing that due to security concerns personal information should not be disclosed to any third party.
- (d) In accordance with the Freedom of Information and Protection of Privacy Act, the home addresses as referenced in **19:10(c)** may only be used by the Union for the purpose of communicating with its members. The Union shall have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of the personal information. When disposing of or storing this information, the Union shall take care that this information is transported, stored, or destroyed in a secure manner.

19:11 When an employee makes known to the Employer or the Union that they are a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from being members of or financially supporting any union or professional association, the matter shall be dealt with in accordance with section 76(3) of the Labour Relations Act of Manitoba.

19:12 When meeting with the Employers **Organization** when conducting central negotiations, the maximum number of employees who will be entitled to leave of absence, without loss of regular pay and benefits, to participate in negotiations in which both the Employers **Organization** and the Union are represented, shall be as follows:

Central Negotiations - Up to two (2) representatives per Employers Organization.

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

Subject to mutual agreement of the parties, the total number of employees referred to above may be changed provided any additional employees would be on wage recovery from the Union.

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

19:13 Representatives of the Union and/or grievors shall suffer no loss of pay or benefits as a result of their involvement in Grievance or Arbitration proceedings or Labour Board hearings related to the site/**Employer**.

19:14 The Employer agrees to deduct once annually the amount of any specific general assessment made by the Union.

- 19:15** The Union shall notify the Employer in writing as to the amount of current Union dues, and such dues shall not be changed without one (1) months prior notice, or more than twice in any calendar year.
- 19:16** The Union agrees to provide the Employer with a current list of officers and authorized representatives once annually and as changes occur.
- 19:17** The Employer agrees to provide a suitable bulletin board within each site of **the Employer** for the posting of notices by the Union. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request.
- 19:18** The Employer shall record on the statement of earnings (T4) of each employee the amount of dues deducted from **the employee's** pay and remitted to the Union.
- 19:19** A representative of the Union will be granted up to thirty (30) minutes to familiarize a new employee with the Union and this Agreement during the period of orientation.
- 19:20** Notwithstanding any other provision in this Agreement, **upon written request**, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, by classification groupings:
- (a) The name of each employee;
 - (b) The classification of each employee;
 - (c) The current rate of pay of each employee;
 - (d) The current mailing address of each employee.
- 19:21** Leave of absence to attend to Union business shall be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the

letter to the employee's immediate supervisor who shall forward the request to the Employer for approval.

- (b) Requests for leave shall be made with reasonable advance notice but not less than **five (5)** working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the **five (5)** working days' notice, the request shall be considered and shall not be unreasonably denied.
- (c) Where such leave of absence has been granted, the Union shall reimburse the Employer on a wage recovery basis, during the approved absence.
- (d) All requests for union leave must be received on the Employer "Request for Leave Form" and followed up by a letter of confirmation from the Union.

19:22 Upon reasonable prior written notice in a request to the Employer, an employee elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence on a wage recovery basis unless otherwise mutually agreed. For any leave, the Employer will continue to pay the employee, subject to recovery of payroll costs by the Employer from the Union.

19:23 An employee who is elected to an executive position in the Union shall be granted necessary leave of absence with pay to conduct Union business away from the site where department operating requirements permit. The Union will reimburse the Employer for direct salary and benefit costs incurred during such absence.

19:24 The Union agrees to indemnify and save the Employer harmless against any claim, liability **and general assessment** arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

Article 20 Leave of Absence

- 20:01** Except in emergencies or unforeseen circumstances, or **when the time has been approved by the appropriate manager or designate**, all requests for any leave of absence shall be made in writing stating the reasons for and the expected duration of the leave, and submitted to the Manager **or designate at least four (4) weeks** in advance. The Employer shall notify the employee of the decision in writing **within 10 working days**. Such requests shall be considered on their individual merits including the operational needs of the department, and shall not be unreasonably denied. **Time lines may be extended by mutual agreement between the employer and employee.**
- 20:02** Except under extenuating circumstances, failure to return to duty as scheduled following a leave of absence, without authorization, will be deemed to constitute a voluntary resignation.
- 20:03** **Citizenship Ceremony**
An employee shall be entitled to necessary time off to attend **their citizenship ceremony to receive their certificate of citizenship** to become a Canadian Citizen, **up to a maximum of one (1) calendar day**. **The employee shall notify the Employer a minimum of seven (7) days prior to the date the leave is required.**
- 20:04** **Leave for Public Office**
Upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in a federal, provincial or municipal election. An employee who is elected to public office shall be granted leave of absence without pay for the term of **their** office.
- 20:05** Seniority and benefits shall continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks duration or less.
- 20:06** Unless otherwise specified in this Agreement, seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.

- 20:07** An employee's anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.
- 20:08** An employee on Leave of Absence up to two (2) years shall have the right to return to their former classification. An employee on Leave of Absence up to one (1) year shall have the right to return to **their** former position. In the event that the employee's position no longer exists the employee shall be entitled to exercise **their** seniority as stated in Article **28 - Employment Security, Layoff and Recall**.
- 20:09** Legal and Investigative Proceedings
- (a) An employee required to serve as a juror or witness in any court of law, other than a court proceeding occasioned by the employee's private affairs, shall receive leave of absence at their regular basic rate of pay, and remit to the Employer any jury or witness fees received, only for those days **they were** normally scheduled to work. The employee shall not request reimbursement for, or be required to remit any reimbursement of expense for such duty.
- (b) Except as provided for in Article **23 - Arbitration**, where an employee is required to attend a court proceeding as a witness on an employment related matter on a day the employee is not scheduled to work, the employee shall receive regular basic pay for those hours required to be in attendance at court. Where the employee is required to attend court in a community outside of **their** base location, the employee shall be paid for travel time at **their** regular basic rate of pay. Where the employee is required to attend court in a community outside of **their** base location the employee shall also be eligible for expenses in accordance with Article **39**. The employee will remit to the Employer any witness fees or expenses received.
- (c) In (a) and (b) above, the employee may be required to provide documentation of the time the employee was required to be in attendance at court.

- (d) An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employee's private affairs shall receive a leave of absence without pay for the required absence.

- 20:10** An employee shall be entitled to leave of absence without pay, subject to operational requirements, to write examinations to upgrade **their** employment.
- 20:11** Employees granted leave of absence without pay may make prepayments **towards the Employer's and employee's contributions of the benefit plans** to maintain coverage as allowed under Employer / employee benefit programs.
- 20:12** Upon written request and subject to approval by the Employer, an employee shall be granted funding to attend workshops, courses, and other programs that are relevant to **their** classification. Such requests shall be submitted to the appropriate Employer representative. Reimbursement for tuition or registration in the amount pre-approved shall occur upon satisfactory completion of the workshop, course or educational program.
- 20:13** Compassionate Care Leave
An employee shall receive Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:
- (a) An employee must have completed at least (30) days of employment **with the Employer** as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than **twenty-eight (28)** weeks, which must end no later than **fifty-two (52)** weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration. Any variation

to the number of periods of leave shall be by mutual agreement between the Employer and the employee.

- (d) For an employee to be eligible for leave, a physician **or nurse practitioner** 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 **or nurse practitioner's** certificate as soon as possible.

For certainty, a leave may be taken after the end of the twenty-six (26) week period as set out in the physician's or nurse practitioner's certificate, and no additional certificate is required.

- (e) A family member for the purpose of this article shall be defined as:
- (i) A spouse or common-law partner of the employee.
 - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) A parent of the employee or a spouse or common-law partner of the parent.
 - (iv) Or any other person described as family in the applicable regulations of the Employment Standards Code.

- (f) Unless otherwise mutually agreed, an employee may end **their** Compassionate Care Leave earlier than **twenty-eight (28)** weeks by giving the Employer at least forty-eight (48) hours' notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts - subject to forty-eight (48) hours' notice of cancellation".
- (g) Seniority shall be retained/accrued as per Article 8.
- (h) Subject to the provisions of Article 16, an employee may apply to utilize income protection to cover part or all of the 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 in Article 17.
- (j) Any changes to Provincial Legislation will be reflected in this Article.

Article 21 Parenting Leave

21:01 Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoption Leave.

21:02 An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan "A" or Plan "B" but not both.

Maternity Leave - Plan "A"

1. In order to qualify for Maternity leave, a pregnant employee must:
 - (a) Have completed six (6) months of continuous employment with the Employer;
 - (b) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by **their** application as the day on which **they** intend to commence leave;

- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery.

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

2. An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
 - (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the medical certificate **mentioned in Article 21:02 1.(c)**, or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the medical certificate **mentioned in Article 21:02 1.(c)**, and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
 - (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician/**appropriate health care provider** or recommendation by the Department Manager.

3. An employee who has been granted maternity leave shall be permitted to apply up to a maximum of **five (5)** days of **their** accumulated income protection against the **Employment Insurance** waiting period. **An employee who has been granted maternity leave shall also be permitted to apply up to an additional five (5) days of their sick leave.**
 - (a) **In the week immediately following the discontinuation of payments of the Employment Insurance Maternity benefits, if**

the employee does not receive Employment Insurance Parental benefits; or

- (b) In the week immediately following the discontinuation of payments of the Employment Insurance Parental benefits, if the employee receives Employment Insurance Parental benefits immediately following the discontinuation of Employment Insurance Maternity benefits.**

Should an employee not be required to serve a waiting period prior to the commencement of Employment Insurance Maternity benefits, they will be permitted to apply up to a maximum of ten (10) days of their accumulated sick leave in the week immediately following:

- (a) The discontinuation of payments of Employment Insurance Maternity benefits, if the employee does not receive Employment Insurance Parental benefits; or**
- (b) The discontinuation of payment of Employment Insurance Parental benefits immediately following the discontinuation of Employment Insurance Maternity benefits.**
- (c) These ten (10) days shall be pro-rated for part-time employees based on their equivalent to full-time status. The Employer shall identify on the employee's Record of Employment that the accumulated income protection credits granted are to be applied against the waiting period for the Maternity Leave.
- (d) Should the employee not return to work following **their** maternity leave for a period of employment sufficient to allow re-accumulation of the number of sick days granted, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

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

21:03 Plan B

1. In order to qualify for Plan B, a pregnant employee must:
 - (a) Have completed six (6) continuous months of employment with the Employer;
 - (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by **the employee** in the application as the day on which **the employee** intends to commence such leave;
 - (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery;
 - (d) Provide the Employer with proof that **they have** applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) **The employee** will return to work and remain in the employ of the Employer for at least six (6) months following **their** return to work, except that where an employee is the successful applicant for a part-

time position which commences on the date of **their** return from Maternity Leave or at any time during the six (6) months following **their** return from Maternity Leave, **the employee** must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and

- (b) **The employee** will return to work on the date of the expiry of **their** maternity leave and where applicable, **their** parental leave, unless this date is modified by the Employer; and
- (c) Should **the employee** fail to return to work as provided under (a) and/or (b) above, **they are** indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during **their** entire period of maternity leave.
- (d) In the event the employee does not complete the full period of service as required under Article 21:03, **they are indebted to the Employer and** shall repay a portion of the “top up” as follows:

Monetary value of top up provided (value is based on hours paid at regular <u>rate of pay in 6 months prior to leave</u>)	x	# of hours not worked
Hours of service required to be worked (based on monetary value)		

Note: See Appendix E.

- 3. An employee who qualifies is entitled to a maternity leave consisting of:
 - (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 21:03 (1) (c).
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate

and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 21:03 (1) (c).

- (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician/**appropriate Health Care Provider**.

- 4. **Within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance benefits pursuant to the Employment Insurance Act, the employee must provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the employee in exceptional circumstances.**

Following receipt of the above proof, the employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:

- (a) For the first week an employee shall receive ninety-three percent (93%) of **their** weekly rate of pay;
- (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.
- (c) **For the week immediately following discontinuation of payments of Employment Insurance Maternity benefits, an employee will receive ninety-three percent (93%) of their weekly rate of pay provided the employee does not receive Employment Insurance Parental benefits.**

If an employee receives Employment Insurance Parental benefits immediately following the exhaustion of Employment Insurance Maternity benefits, the employee will receive ninety-three percent (93%) of their weekly rate of pay

in the week immediately following discontinuation of Employment Insurance Parental benefits.

(d) Should an employee not be required to serve any waiting period before the commencement of Employment Insurance Maternity benefits, the benefit under Plan B 4(a) will be paid in the week following payment in Plan B 4(c).

(e) All other time as may be provided under Article 21:03 (3), shall be on a leave without pay basis.

5. An employee may end **their** Maternity Leave earlier than the date specified by giving the Employer written notice at least two **(2)** weeks or one **(1)** pay period, whichever is longer, before the date **they** wish to end the leave.
6. Plan B does not apply to term employees **or employees who normally are subject to seasonal layoff.**
7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

21:04 Sections 52 through 59.1(2) inclusive and Section 60 of *The Employment Standards Code* respecting maternity leave shall apply **“mutatis mutandis”**.

21:05 An employee in a full-time position prior to going on maternity leave and in receipt of the income supplement, and who returns from leave to a job sharing arrangement, must work twelve (12) months, (i.e. the equivalent of six (6) months of full-time service) otherwise they will be required to reimburse the Employer for the maternity supplement.

In the event the employee does not complete the full period of service as required under Article 21:03, **they** shall repay a portion of the “top up” as follows:

Monetary value of top up provided x # of hours not worked
 (value is based on hours paid at regular
rate of pay in 6 months prior to leave)
 Hours of service required to be worked
 (based on monetary value)

Note: See Appendix E

21:06 Parental Leave

1. In order to qualify for Parental Leave, an employee must:
 - (a) Be the natural mother of a child; or
 - (b) Be the natural father of the child or must assume actual care and custody of **their** newborn child; or
 - (c) Adopt a child under the law of the province; or
 - (d) **Be a partner in a relationship who assumes legal care and custody of a child.**

2. An employee who qualifies under **21:06(1)** above must:
 - (a) Have completed six (6) months of employment; and
 - (b) Except in the case of **Adoption Leave**, in accordance with **21:06(1)(c)** submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
 - (c) In the case of **Adoption Leave**, in accordance with **Article 21:06(1)(c)**, the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.

3. An employee who qualifies in accordance with **Articles 21:06(1)** and (2) above is entitled to Parental Leave without pay for a continuous period of up to **sixty-three (63)** weeks inclusive of vacation as specified below. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave (inclusive of vacation as specified below) exceeding **eighty (80)** consecutive weeks.

Where Maternity and/or Parental Leave exceeds seventeen (17) weeks, the employee may elect to carry over to the next vacation year **any remaining current annual vacation and their vacation accrual to date, to a maximum of ten (10) vacation days, prorated for part-time employees.**

The balance of the current annual vacation **not carried over** will be paid out at a time immediately following the period during which E.I. benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of commencement of leave in accordance with **Article 15** will be retained and will be available to be taken in the following vacation year.

4. Subject to **Article 21:06(5)**, Parental Leave must commence no later than **eighteen (18) months following** the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
5. Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
6. An employee may end **their** Parental Leave earlier than the date specified by giving **the** Employer written notice at least two **(2)** weeks or one **(1)** pay period, whichever is longer, before the date **they** wish to end the leave.

21:07 Sections 58(1) through 59.1(2) inclusive and Section 60 of *The Employment Standards Code* respecting Parental Leave shall apply “**mutatis mutandis**”.

21:08 Special Parenting Leave

An employee not taking maternity or parental leave shall be entitled to **three (3)** day’s leave of absence with pay within seven (7) days of the birth or adoption of **their** child.

Article 22 Grievance Procedure

22:01 A “grievance” shall mean any dispute between an employee or the Union and the Employer regarding the interpretation, application, or an alleged violation of the terms of this **Collective** Agreement.

Working days for the purpose of the Grievance and Arbitration procedure are days excluding Saturdays, Sundays and **general** holidays.

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

22:02 Discussion Stage

Within fifteen (15) working days after the cause of the grievance occurs or at such time that the employee first makes it known that **they are** aware, the **employee and their supervisor shall first** attempt to resolve the dispute **by means of discussion**.

22:03 Step One

If the grievance is not resolved **in accordance with Article 22:02 above**, the grievor and **Union Representative** may, within the ensuing ten (10) working days, submit the grievance in writing to the **Human Resources Consultant or other designate** as determined by the Employer who is outside the bargaining unit.

The Employer shall have ten (10) working days, following receipt of grievance, to respond to the grievance in writing.

22:04 Step Two

Failing settlement of the grievance at step one, the **Union Representative** may within ten (10) working days, submit the grievance in writing to the **Director, Human Resources** or designate who shall, within ten (10) working days after receipt of the grievance, render a decision in writing.

22:05 **If the grievance is not resolved in accordance with Step Two, it may be submitted for binding arbitration under Article 23 within the next ensuing ten (10) working days.**

22:06 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are good for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by mutual agreement of the parties as confirmed in writing.

22:07 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any manner whatsoever by mutual agreement between the Union and the Employer.

22:08 Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.

22:09 An employee has the right to representation by a Union **R**epresentative at any step of the grievance procedure and/or arbitration procedure. No employee will have the right to proceed to arbitration without the approval or authority of the Union.

22:10 Policy and/or group grievances shall be initiated at Step Two of the grievance procedure.

22:11 Grievances concerning demotion, suspension or dismissal shall be initiated at Step Two of the grievance procedure.

22:12 Timelines may be extended by mutual written consent between the employer and the Union. Request to extend timelines shall not be unreasonably denied.

Article 23 Arbitration

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

23:01 Unresolved grievances or disputes concerning only those matters set forth below shall be submitted to arbitration in accordance with the procedure set forth in this Article:

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

23:02 A referral for arbitration shall be made in writing by either party, addressed to the other party to this Agreement, within the time defined in Article 22:05. The referral for arbitration shall contain the names of three (3) proposed sole arbitrators. The other party shall, within ten (10) days of the receipt of such notice, notify the party who referred the matter to arbitration of the acceptance of one of the arbitrators named or propose others. Where the parties are unable to agree on the choice of a single arbitrator, the party who referred the matter to arbitration may make application to the Manitoba Labour Board to select an arbitrator.

23:03 If either party fails to appoint their nominee, or if any appointed nominee should fail or be unable to serve and another nominee not be appointed in their place by the party who made the original appointment, then the other party to the dispute may request the **Manitoba Labour Board** to select a substitute.

23:04 The **finding of the sole arbitrator**, shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it, **but no such finding or award shall be inconsistent with the terms of this Agreement. If necessary, the arbitrator may be requested to clarify the terms of such award.**

23:05 The **arbitrator** shall expressly be confined to the issue submitted to the **them**, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to **them**.

Where the **arbitrator** determines that an employee has been dismissed or otherwise disciplined by an Employer for cause, and provided the Collective Agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the **arbitrator** may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as deemed just and reasonable under the circumstances.

23:06 The expenses incurred by and in respect of **the arbitration procedure** shall be paid as follows:

- (a) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the **sole arbitrator and other cost associated.**
- (b) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the **arbitrator.**
- (c) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the **arbitrator** on behalf of that party.

- 23:07** Clarification on Decision - Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Sole Arbitrator, either party may apply to the Sole Arbitrator to reconvene. Within **ten (10)** calendar days the Sole Arbitrator shall reconvene to clarify the decision.
- 23:08** The parties hereto agree that an employee of the Employer and a staff member of the Manitoba Government and General Employees' Union shall not be eligible for appointment as a member of the Arbitration Board or to act as a member of the Arbitration Board.
- 23:09** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.
- 23:10** 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 **the employee** (either the Employer or MGEU as the case may be), shall be responsible for compensating **the employee** for any salary which would otherwise be lost.
- 23:11** Arbitration hearings will be heard at a location mutually agreed to by the parties.

Article 24 Part-time Employees

- 24:01** Part-time employees shall be covered by all provisions of this Agreement, unless otherwise specified, and will receive a pro-rata share of salary, annual vacations, income protection credits and pre-retirement leave. **At no time will a part-time employee accrue any seniority or benefits greater than that of a full-time employee.**
- 24:02** Part-time employees will be paid four point six two (4.62%) percent (**five [5] percent effective September 30, 2021**) of their basic rate of pay in lieu of time off on general holidays. Such holiday pay shall be included on each regular pay, and is in addition to payment for time worked on a general holiday.

24:03 Annual Vacations

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

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

24:04 Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

24:05 Unless otherwise mutually agreed between the Employer and the employee, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee. Vacation compensation earned as a result of working additional hours in accordance with Article **24:10** shall be paid in accordance with the Employer's past practice/policy as at **July 14, 2023**.

- 24:06** (a) A part-time employee reporting for work as scheduled shall be paid not less than three (3) hours pay at **their** basic rate of pay if **the employee is** sent home due to lack of work.
- (b) Part-time employees working occasional additional shifts in accordance with Article **24:04** shall be paid only in respect of hours actually worked.
- (c) **Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one (1) hour of the start of the shift, she shall be entitled to pay for the full shift. In such circumstances, the scheduled shift hours shall not be extended to equal a full shift.**

24:07 Income Protection in case of illness

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

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

24:08 Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

24:09 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 10.

24:10 Assignment

A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement.

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

However, such shifts shall not be construed as a change of shift or a callback provided that the part-time employee has worked less than the hours outlined in Article 10.

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

- (b) Should the part-time employee as described in a) above refuse to report for work on three (3) occasions in a calendar year when requested and

without an explanation satisfactory to the Employer, **the employee** will henceforth be offered additional hours at the sole discretion of the Employer.

- (c) (i) Where a part-time employee is unable to work all or part of additional hours for any reason, payment shall be made only in respect of hours actually worked.
- (ii) Additional hours worked by a part-time employee shall be included in the **accrual** of seniority.
- (iii) Additional hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits, and general holiday pay.
- (iv) No benefits other than those referenced in (ii) and (iii) above shall be based on additional hours worked.
- (v) Where a part-time employee is scheduled to work additional shifts for a period of time as described under Article 3 - Term Positions, **the employee** shall be entitled to income protection benefits and bereavement leave.
- (d) Part-time employees placed on standby shall accrue seniority for hours actually worked on a callback.

24:11 As per Article 7:03, a part-time employee shall receive increments (calculated from the date of **their** last increment, or **their** starting date as the case may be), on the basis of one (1) increment for each equivalent annual full-time hours worked or one (1) years' service, whichever occurs later. In the case of the increment being given on the basis of equivalent annual full-time hours worked, it shall be applied to the pay period next following completion of equivalent annual full-time hours worked.

24:12 Where a **g**eneral holiday falls on a part-time employee's normally scheduled day of work and the employee is not scheduled to work due to department/unit closure, the Employer, at the request of the employee, will

endeavour to schedule an alternate day of work payable at straight time rates. This request must be made prior to the date of the general holiday and is subject to availability of work and shall not be unreasonably denied.

Part-time employees that work on a general holiday shall receive one and a half (1 ½ x) pay for all hours worked.

- 24:13** Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position within the sites comprising the Employer. It is understood that at no time will the arrangement result in additional cost to the Employer. Where it is determined that it is not feasible for the employee to work in more than one position, the employee will have the option of assuming the position applied for and relinquishing their former position.
- (a) At no time shall the sum of the positions occupied exceed the equivalent of one (1) Equivalent Full-time (EFT). However, it is recognized that daily hours of work may be exceeded, by mutual agreement between the Employer, the employee and the Union.
 - (b) Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time, (i.e., status will not be converted to full-time), and the provisions of Article 24 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.
 - (c) All salary-based benefits, i.e., Group Life, Pension, **D&R**, as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
 - (d) All accrued benefits, i.e., vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
 - (e) Requests for scheduling of vacation, paid or unpaid leaves of absence, etc. shall be submitted to each departmental/site supervisor/manager, and will be considered independently, based on the operational

requirements of each department/site, requests shall not be unreasonably denied.

- (f) Employees taking on an additional position in a different classification will be subject to a trial period in accordance with Article 9. If, during the trial period, the applicant is found by the Employer to be unsatisfactory in their new position, the employee shall relinquish that position.
- (g) Where an approved arrangement is later found to be unworkable, the affected employee will be required to relinquish one of the positions occupied.

Article 25 Uniforms and Loss of Personal Property

- 25:01** The Employer shall provide and maintain lab coats or jackets and special or protective work clothing except footwear which are required to be worn on duty. All such items remain the property of the Employer, and when no longer required must be returned by the employee.
- 25:02** 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.
- 25:03** 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 personal effects.
- 25:04** In recognition of the fact that during the performance of their duties, employees may have their clothing or other personal property damaged, the Employer agrees to make comparable compensation, providing established departmental procedures and policies have been followed and proof of purchase of the replacement item is submitted.

Article 26 Employee Benefits and Pre-Retirement Entitlement

The following is applicable to employees currently covered by HEB Manitoba that were not former civil service employees. **The following is also applicable to new employees.**

26:01 A. Enrolment in the HEB Manitoba Group Pension Plan, Group Health, Health Spending Account, Disability and Rehabilitation Plan, Dental Plan and Group Life Insurance Plan is a condition of employment for all employees, providing the employee qualifies under the conditions of each plan.

The details of each plan are as determined by the trustees of the above noted plans and identified in the respective plan texts and HEB rules and regulations. These details are available on the HEB Manitoba website.

B. Disability and Rehabilitation Plan

1. The Employer agrees to participate in the HEB Disability and Rehabilitation (D&R) Plan. The benefit levels will be as stipulated in the D&R Plan. The Employer will pay the D&R premium to a maximum of 2.3% of base salary.

The parties agree that income protection credits and Workers Compensation benefits will be used where applicable to offset the elimination period. Once the elimination period has been exhausted, and subject to the approval of the employees' application for D&R benefits by HEB, the employee may commence drawing disability benefits. It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred nineteen (119) calendar days. An employee may claim income protection benefits for the period of time not to exceed this elimination period and payment of accrued income protection within the elimination period represents the maximum amount of income protection available to the employee regardless of the

dispensation of the D&R application or the status of the D&R application on the 120th calendar day. An employee may not utilize income protection contiguous to the date of termination of D&R coverage.

2. Where an employee has been away from work due to illness for four (4) consecutive weeks the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Union are willing to assist the employee with completion of the documentation/application should the employee request.
3. Subject to compliance with paragraph 2, in the event;
 - (i) An employee does not have sufficient accrued income protection to cover the one hundred nineteen (119) calendar day elimination period, or
 - (ii) The employee's D&R application has not been approved by the end of the elimination period, the Employer shall pay the D&R premium, Health Plan premium, and Dental Plan premium in respect of any portion of the elimination period where the employee is not in receipt of paid income protection or in respect of the period of time between the end of the elimination period and the date of final disposition of the employee's D&R application.

C. Pension Plan

The parties agree to participate in the Health Care Employee's Pension Plan – Manitoba (HEPP) in accordance with its terms and conditions including an established contribution rate as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.

26:02 The parties agree that the Employer shall provide an Employer paid Employee Assistance Program for all employees covered by this Agreement.

26:03 **Health Spending Account (HSA)**

A Health Spending Account will be provided in accordance with the terms and conditions of the HEB Manitoba Plan.

Effective the first day of the month after ratification and no sooner than July 1, 2023 the Employer will agree to increase the Health Spending Account to:

\$1,250 for Full-time Employees

\$1,000 for Part-time Employees

26:04 A full-time employee who retires at or after age fifty-five (55) with ten (10) or more years of service, or at any time due to permanent disability, or when the sum of the employee's years of age and length of continuous **service/length of employment** total eighty (80) or more (**Rule of "80"**), shall be granted four (4) days of paid pre-retirement leave per year of service or portion thereof.

Where an employee takes pre-retirement leave as salary continuance, pre-retirement leave will accrue during the salary continuance period. This final pre-retirement leave entitlement will be paid to the employee with their final salary payment.

26:05 **Payment of Pre-Retirement Leave**

(a) Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date is reached. Former Civil Service employees are entitled to the lump sum payment only and not the continuation of salary provision. However, in the event of a change in the legislation governing the Civil Service Superannuation Plan which would provide for the continuation of salary provisions, the former Civil Service employees shall be entitled to same.

- (b) Where the employee chooses to take a lump sum payment, the last day worked shall be considered the retirement day and benefits shall cease on that day.
- (c) Where the employee chooses to take pre-retirement leave as a continuation of salary until the scheduled retirement date, all benefits shall continue until that date.
- (d) Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rated portion of pre-retirement leave based on their actual hours worked as compared to those of a full-time employee.
- (e) Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total length of continuous **service/length of** employment as at the date of retirement.
- (f) Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Canada Revenue Agency (CRA) limits and restrictions. Contributions for this purpose must also conform to the specific Pension Plan Trust Agreements, Plan Text, and other applicable written policies and guidelines.

26:06 Where an employee is entitled to pre-retirement leave in accordance with this Article, and the employee dies prior to receiving this benefit, the benefit shall be paid to their estate.

26:07 An employee who has received a pre-retirement benefit under the provisions of this Article that is re-hired by any Employer that is part of any Employers Organization will not be entitled to receive the pre-retirement benefit again.

26:08 Employees will pay the Employer's and employee's share of Group Health, Dental, Group Life and D&R when on any period of unpaid leave of absence.

Article 27 Discipline and Discharge

- 27:01** (a) No employee shall be disciplined without just cause.
- (b) No employee, other than a probationary employee, shall be dismissed without just cause.
- 27:02** When it becomes necessary to discipline an employee, other than a verbal warning, the employee will be represented by the Union at a meeting held to discuss or impose disciplinary action unless **they** refuse such representation. When possible, the Employer shall give the employee advance notice of the nature of the complaint.
- 27:03** An employee shall be notified in writing of the reasons for **their** discipline or dismissal. A copy shall be forwarded to the Union unless the employee elects otherwise.
- 27:04** An employee who alleges that **they have** been disciplined or dismissed without just cause shall submit a grievance in accordance with Article 22 - Grievance Procedure.
- 27:05** The Employer agrees not to introduce as evidence any disciplinary document from the employee's file at any hearing unless the employee has previously been made aware of its contents at the time of filing or within a reasonable time thereafter.
- 27:06** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy. A copy shall be forwarded to the Union unless the employee elects otherwise.
- 27:07** No notice or payment in lieu thereof is required where an employee is dismissed in accordance with Article 27:01 - Discipline and Discharge and Article **32** - Notice of Termination.

- 27:08** Upon written request, and in the presence of an authorized representative of the Employer an employee shall be given the opportunity to examine any document which is placed in **their** personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against **them**, and **their** reply to any such document shall also be placed in **their** personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of **their personnel** file.
- 27:09** There shall be one (1) personnel file maintained by the Employer for each employee.

Article 28 Employment Security, Layoff and Recall

- 28:01** In the event of a layoff, employees other than probationary and temporary employees shall receive notice or pay in lieu of such as follows:
- (a) Two (2) weeks' notice for layoff of up to eight (8) weeks;
 - (b) For a layoff of eight (8) weeks or more, notice would be based on one week per year of service, with a minimum of two (2) weeks' notice and a maximum of eight (8) weeks' notice.
- 28:02** When a reduction in the work force becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification within their **department/base location**, subject only to more senior employees being qualified, competent and willing to perform the required work.
- 28:03** For purposes of this Article, "qualifications" refers to education, knowledge, training, skills, experience, aptitude, and competence. "Ability" refers to mental, and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner.

The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.

28:04 In event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent and the incumbent will be entitled to exercise seniority rights within the site, **regardless of EFT**, subject to **their** ability, performance record, and qualification, to displace an employee in an equal or lower classification within the site.

Where it is not possible due to seniority level, the employee shall be entitled to exercise **their** seniority rights, subject to **their** ability, performance record, and qualifications, to displace an employee in a position of equal or lower classification within any of the other sites comprising the **Employer regardless of EFT**. Any employee thus displaced shall be entitled to a like exercise of seniority rights.

In the event an employee chooses not to exercise their rights above, or is unable to based on seniority level (subject to their ability, performance record and qualifications within the other sites comprising the Employer), the employee shall be placed on lay off.

28:05 Notice of layoff shall be given **in writing either** by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union. **An employee who is on lay off shall not be entitled to notice of lay off when they return to work on an incidental basis.**

28:06 Employees who are absent from work due to a leave of absence for any reason shall be advised of layoff in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

28:07 An employee who exercises **their** seniority rights shall be entitled to a four (4) week familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, **the**

employee shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.

- 28:08** Except for temporary layoffs of up to eight (8) weeks, accumulated vacation entitlement shall be paid out at time of layoff. An employee whose layoff is temporary (less than eight (8) weeks) may request pay-out of accumulated vacation entitlement.
- 28:09** Where an employee, alleges that the employee's layoff has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 28:10** Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights.
- 28:11** **Recall**
To be eligible for recall, prior to the employee's last shift worked, the employee must provide the Employer with **their** current address, and further, must inform the Employer of any address changes.
- 28:12** (a) Employees are to be recalled in order of seniority to vacancies within any of the sites comprising the **Employer** subject to **their** ability, performance record, and qualifications. Such recall shall be made by registered mail and shall provide for a minimum of one (1) weeks' notice to report back to work. The employee is required to contact the Employer within one (1) week of such notice, confirming her intention to return to work as scheduled, or make reasonable alternative arrangements.
- (b) An employee who declines to return to a position comparable to that held prior to the layoff, without reasonable cause, shall be considered terminated. However, termination of employment will be waived at the discretion of the Employer, if a laid off employee declines the recall due to unsuitability of the geographic location.

- (c) An employee who informs the Employer within **one (1) week** following notification of recall, that **they** decline employment in a lower classification or lower EFT than **the employee** held prior to layoff, shall not **have their seniority terminated** for failure to report for duty in that instance.

28:13 An employee recalled to work in a different department, different site within the **Employer**, or different classification from which **the employee** was laid off shall have the right to return to the position **the employee** held prior to the lay-off **should it become vacant within one (1) year of being called back and such vacancy shall not be subject to the job posting procedure.**

28:14 The right of an employee who has been laid off to be recalled under this Agreement will be forfeited in the following circumstances:

- (a) If the employee did not communicate with the Employer as specified, and
- (b) If the employee did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer,
- (c) A thirty-six (36) month period has elapsed since the initial date of layoff.

28:15 An employee who is involuntarily demoted due to a reason other than unsatisfactory performance shall continue to be paid **their** current basic salary rate until the rate for the classification to which **the employee** was demoted exceeds **their** current rate.

28:16 No new employee shall be hired to fill vacancies when employees who are eligible for recall within any of the sites comprising the **Employer** are qualified, able and available to fill the vacancy.

- 28:17** If the Employer sub-contracts work or introduces technological change, which results in the displacement of a number of employees, the Employer shall guarantee alternate employment to all employees with three (3) or more years' service with the Employer. Where the alternative employment is of a lower paying classification, the employee shall **retain their current basic salary rate** of the higher paid classification until the salary of the lower paid classification passes **their basic salary rate**.
- 28:18** Any employee **impacted by Article 28:17 above** with less than three (3) years employment to whom the Employer cannot offer alternative employment shall receive severance pay on the basis one (1) week per year of service.

Article 29 Discrimination and Harassment

- 29:01** The parties agree that there shall be no discrimination, interference, restriction, harassment, or coercion based on the applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba.
- 29:02** No form of employee abuse, **workplace harassment, sexual harassment, disruptive workplace conflict, disrespectful behaviour or violence** will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them to their immediate supervisor as soon as possible.

It is further agreed that both parties will work together to ensure that employees are aware of the Employer's respectful Workplace Policy.

Upon conclusion of a workplace investigation regarding a respectful workplace complaint, the Employer will follow up with the complainant.

Situations involving harassment shall be treated in strict confidence by both the Employer and the Union, except where disclosure is required by law.

29:03 If the **Director, Human Resources**, or designate determines that a complaint has been made for frivolous, or vindictive reasons, the **Director** shall have the authority to:

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

Article 30 Representative Workforce

30:01 Health services across Manitoba are provided in facilities located on the original lands of First Nation and Inuit peoples, and on the homeland of the Métis Nation. Manitoba's health authorities regions respect that First Nations treaties were made on these territories and we dedicate ourselves to collaborate in partnership with First Nations, Inuit, and Métis peoples in the spirit of reconciliation.

30:02 The Union and the Employer agree with the goal of achieving a representative workforce for First Nations, Métis, and Inuit ("Indigenous") peoples who are significantly underrepresented in the health workforce. Additional actions are needed to promote and facilitate employment of Indigenous persons in health care occupations at all levels. The parties shall work collaboratively to:

- (a) Develop strategic initiatives and programs that:**
- **Foster mutual respect, trust, equity, open communication, and understanding;**
 - **Focus on recruiting, training, and career development of Indigenous staff;**
 - **Identify workplace barriers that may be discouraging or preventing Indigenous staff from entering and remaining in the workforce;**
 - **Foster reconciliation in race and cultural relations;**

- **Promote the elimination of anti-Indigenous racism in the healthcare system.**

(b) Promote and publicize initiatives undertaken to encourage, facilitate, and support the development of a representative workforce.

30:03 The Employer will implement educational opportunities for all employees to promote awareness of cultural diversity with an emphasis on Indigenous peoples. This will include enhanced orientation for new employees to promote a culture awareness with emphasis on Indigenous peoples. Anti-racism education will be offered. The Union will encourage participation in such efforts amongst its members.

30:04 Truth and Reconciliation

The parties agree to collaborate in finding constructive ways of implementing the Calls to Action outlined by the Truth and Reconciliation Commission of Canada, June 2015 that are relevant to health and healthcare, including improving cultural competencies, improving health outcomes, supporting culturally appropriate healthcare services, and increasing the number of Indigenous employees in the health care system.

Article 31 Performance Appraisals

31:01 When performance appraisals are conducted, the following guidelines will apply:

- Performance appraisals shall be in writing and the contents shall be discussed with the employee;
- The employee shall sign the performance appraisal for the sole purpose of indicating that **they are** aware of its contents;
- The employee shall have the right to add comments to be attached thereto;

- (d) The employee shall be given a copy of the performance appraisal at their request.
- (e) If the employee regards the performance appraisal to be inaccurate **they** may file a grievance in accordance with Article **23** of this Collective Agreement.

Article 32 Notice of Termination

- 32:01** Employment may be terminated voluntarily by an employee, by giving at least four (4) weeks' notice in writing exclusive of any vacation due.
- 32:02** Employment may be terminated with less notice or without notice:
- (a) By mutual agreement between the Employer and the employee;
 - (b) During the employee's probationary period;
 - (c) Where an employee is discharged for just cause.
- 32:03** **Unless otherwise mutually agreed**, the effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.
- 32:04** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.
- 32:05** **The employee agrees to return all equipment, keys, identification, uniforms, and other items belonging to the Employer upon termination.**

Article 33 Union/Management Advisory Committees

- 33:01** The Employer and the Union agree to maintain a Union/Management Committee at each site comprising the **Employer** with equal representation from both parties. This Committee shall meet at the request of either party, for the purpose of discussing matters of concern to either party. The parties shall co-chair this Committee and shall chair alternate meetings.

- 33:02** This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect in the site and/or **Employer**.
- 33:03** Employees appointed by, and acting on behalf of the Union, shall receive basic pay or the equivalent time off to attend meetings, with a minimum of one (1) hours pay.
- 33:04** The Committee shall meet as and when required at a mutually agreeable time within ten (10) **business** days of written notice being given by either party. An agenda will be prepared by the calling party with input from the other party and shall be distributed four (4) **business** days prior to the meeting taking place.
- 33:05** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Article 34 Health and Safety/Reasonable Accommodation

- 34:01** (a) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the Workplace Safety and Health Act of Manitoba and will comply with the Workplace Safety and Health Act of Manitoba.
- (b) Subject to Section 42 of the Workplace Safety and Health Act, a worker may refuse to work or do particular work at a workplace if **they** believe on reasonable grounds that the work constitutes a danger to **their** safety or health or to the safety or health of another worker or another person.

34:02 A Workplace Safety and Health Committee shall be established to examine all aspects of safety and health measures in the workplace. Union representation on the Committee shall be in accordance with the Workplace Safety and Health Act and Regulations.

34:03 At the request of the employee, the Employer shall provide, at no cost to the employee, vaccination(s) and/or immunization(s) for occupational illness(s) in accordance with the Canadian Immunization Guide, Health Canada.

34:04 By mutual agreement between the Union and the Employer additional Safety and Health Committees can be established to address regional and/or program specific needs.

34:05 Reasonable Accommodation

- (a) The parties recognize that the Manitoba Human Rights Code establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba Human Rights Code.

The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee.

- (b) **Reasonable accommodation is the shared responsibility of the employees, the Employer and the Union.**

Where a need to accommodate has been identified, the parties shall meet to investigate and explore possible accommodation solutions that are substantial and meaningful to the point of undue hardship.

Where necessary and by mutual agreement of the Union and the Employer, relevant provisions of the Collective Agreement may be waived.

The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled

employees the Union shall be notified by the Employer if there is a request for a **Rehabilitation and Return to Work Program** for an employee. The Employer shall include the Union in the initial meeting with employee to review the provisions of the program to ensure that the work is designated is within their restrictions and limitations.

- (c) In the event the accommodation results in the employee(s) being moved to a position in a higher **or lower** classification, **their** new salary shall be determined in accordance with Article 9 - Vacancies, Promotions, **Probations, Transfers and Portability.**

Article 35 Job Sharing

35:01 Job sharing is a work arrangement where the duties and responsibilities of a position are shared by two (2) employees. Each employee is accountable for the whole job.

35:02 General Principles

- (a) Nothing contained in this Article shall vary or change the collective agreement in intent or meaning.
- (b) Job sharing positions are worker initiated and can be requested by any employee who has completed the six (6) month probationary period in their position.
- (c) When an employee requests to job share, the job share shall be in the position **they were** holding at the time of the request, unless the employee agrees otherwise.
- (d) Job sharing employees shall sign a job sharing agreement.
- (e) No one job share employee shall own the position. An employee who is an incumbent in a job sharing arrangement does not have any continuing rights to the position being shared or does not retain any rights to any previous position held.

- (f) If required, at the discretion of the Employer, an employee who is an incumbent in a job sharing arrangement will fill the position that is currently being job shared at any time the other incumbent is not available or terminates.
- (g) For the purpose of this Article, job sharing employees shall each be considered part-time and subject to the provisions of Article 24.

35:03 Job sharing arrangements are subject to the approval of the Employer and shall be documented and signed by the job sharing employees and the Employer with a copy sent to the Union. Approval of job share requests will not be unreasonably denied. Should any problems arise after the commencement of a job sharing agreement, the Employer may alter or terminate the job sharing agreement in whole or in part. In the event of termination, thirty (30) days' notice will be given.

Article 36 Bridging of Service

36:01 A regular employee who resigns as a result of the employee's decision to raise a dependant child or children, and is re-employed, upon written notification to the Employer shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on service seniority. The following conditions shall apply:

- (a) The employees must have accumulated at least four (4) years of continuous service at the time of resigning;
- (b) The resignation itself must indicate the reason for resigning.

Article 37 Technological Change

37:01 Technological change shall mean the introduction by an Employer into **their** work, undertaking or business of equipment or material of a different nature or kind than that previously used by **the employee** in the operation of the work, undertaking or business, and a change in the manner in which the

Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

37:02 In the event of a technological change which will displace or affect the classification of employees **employed by the Employer.:**

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

37:03 An employee who is displaced from **their** job as a result of technological change shall be given an opportunity to fill any vacancy **with the Employer** for which **they have** seniority and for which **they have** the qualifications and ability to perform. If there is no vacancy, **they** shall have the right to displace employees with less seniority, in accordance with layoff procedure specified in this Agreement.

37:04 Training Benefits

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

Article 38 Temporary Transfers

- 38:01** (a) Qualified employees will be offered the opportunity to work in Sites experiencing occasional needs for additional employees.
- (b) Temporary transfers will not take place until all provisions are fulfilled for assigning additional shifts at the receiving Site.
- (c) Employees who are temporarily transferred will be covered by the Collective Agreement. Prior to a temporary transfer, the Employer will outline the duration of the temporary transfer, as well as entitlements for transportation allowance, meal allowance, accommodation, and other applicable travel allowances.
- (d) Where not enough employees volunteer for temporary transfer, involuntary transfers will only occur on an emergent and episodic basis consistent with the provisions detailed in the Collective Agreement.
- (e) Orientation will be provided as reasonably possible.
- (f) **It is understood that transfers will occur within a seventy-five (75) kilometer radius of the originating site and/or location, unless a greater distance is mutually agreed between the Employer and the Union.**
- (g) **Employees who are temporarily transferred to sites within and between the Employer's Organization(s) shall be eligible for transportation reimbursement in accordance with the Province of Manitoba mileage rates for use of a personal motor vehicle, in accordance with the following formula:**
- Distance (in kilometers) from the employee's home to the new work site and/or location minus the distance (in kilometers) from the employee's home to the employee's originating work site and/or location.**

Article 39 Meal Expenses/Travel Allowances

- 39:01** Travel Status means absence of the employee from the employee's base location on business involving travel and accommodation with the approval of the Employer.
- 39:02** Base location for the purpose of travel status means an area twenty-four (24) kilometers or fifteen (15) miles around the employee's base location.
- 39:03** Where an employee is required to travel outside of the employee's work site/**base location** on Employer business, such employee shall receive compensatory leave at straight time for hours in excess of normal work hours.
- 39:04** Meals - Eligibility for Claims
Breakfast - An employee is expected to have had breakfast before the start of the day's work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:
- (a) The employee is in travel status; or
 - (b) The employee has been travelling for more than one (1) hour on Employer business before the recognized time before the start of the employee's day's work.
- 39:05** Luncheon - An employee is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern occur and the cost of luncheon may be claimed when:
- (a) The employee is in travel status; or

- (b) The employee has been travelling on Employer business in excess of twenty-four (24) kilometres or fifteen (15) miles around the employee's base location.

39:06 The inability of the employee to return to the employee's home or residence does not constitute grounds for claim for the cost of a purchased meal.

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

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

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

39:07 An employee who is eligible may claim the following meal allowances:

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

	<u>Breakfast</u>	<u>Luncheon</u>	<u>Dinner</u>
Apr 1/13	\$7.85	\$9.85	\$16.70

- (b) In areas covered by remoteness allowance:

	<u>Breakfast</u>	<u>Luncheon</u>	<u>Dinner</u>
Apr 1/13	\$8.35	\$10.35	\$17.90

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

39:08 Inclement Weather

Employees who are unable to return to their point of origin as a result of inclement weather conditions or fleet vehicle breakdown while on Employer business shall inform the Employer as quickly as reasonably possible. Such employees shall suffer no loss of pay and in addition shall be entitled to the applicable provisions of Article 39.

39:09 **When an employee is in travel status and a meal expense occurs, the employee is entitled to a meal claim up to the provincial rate, however, must provide receipt of all meals or meal per diem(s) claimed.**

39:10 Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maximum may be claimed if supported by a receipt.

39:11 Laundry

(a) Laundry charges must be supported by receipts and may only be claimed where the employee is travelling on Employer business and overnight away-from-home accommodation is involved for a period in excess of four (4) consecutive nights.

(b) No claim may be made where special reimbursement arrangements have been made, such as a weekly or monthly allowance for living costs.

39:12 Parking

An employee may claim parking expenses as follows:

(i) Short-term parking, when the employee is away from the workplace; and

(ii) Overnight parking where it is not provided with accommodation.

39:13 Special Emergencies

Where special circumstances arise, (Example: flood control, fire duties, etc.) and an employee is required to work extended hours in connection with that emergency, with the authority of the Employer, the employee may claim the

cost of purchased meals appropriate to the period worked, as provided for under Article 39 - Meals Expenses/Travel Allowances.

39:14 Telephone and Business Communications

- (a) Charges for telephone calls and business communications necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned or communicated with, and the city or town involved.
- (b) An employee is entitled to claim the cost of long distance telephone calls up to a maximum of five dollars (\$5.00) for each period of three (3) consecutive nights away from the employee's residence on business and overnight accommodation is involved.

39:15 Travel Status - Return Home Over a Weekend

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

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

39:16 Accommodations

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

39:17 The type, standard and cost of accommodation, and the period for which such costs may be allowed shall be reasonable considering all relevant circumstances.

39:18 Where no overnight accommodation is involved, only the appropriate individual expenses may be claimed.

39:19 An employee who is in travel status may claim an incidentals allowance of five dollars (\$5.00) for each night. The incidentals allowance covers reimbursement for all incidental expenses.

39:20 Employees required to use, or provide their own personal vehicle for Employer business, which has been pre-authorized by the Employer, shall be reimbursed and paid in accordance with the Province of Manitoba mileage rates, subject to a minimum mileage payment of six dollars (\$6.00) return, and in accordance with the following formula:

Distance (in kilometers) from the employee's home to the alternate location/worksite minus the distance (in kilometers) from the employee's home to the employee's originating worksite.

It is understood that any adjustments in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective.

39:21 Upon request, an employee who is required to commence or terminate **their** shift between 0001 hours and 0600 hours, and who does not have **their** own transportation will have transportation provided by the Employer.

Article 40 Academic Allowance

40:01 The Employer shall pay the following non-cumulative amounts in addition to the salaries as per the Salary Schedule, provided such academic attainment is relevant to the position held, is from an accredited institution, and is not a basic qualification for the position:

- Masters Degree - **\$175.00** per month (**\$80.77** bi-weekly) pro-rated on an hourly basis;
- Licentiate or Fellowship - **\$225.00** per month (**\$103.85** bi-weekly); pro-rated on an hourly basis;
- Doctoral Degree - **\$325.00** per month (**\$150.00** bi-weekly) pro-rated on an hourly basis;
- B.Sc. and A.P.R.T. - **\$225.00** per month (**\$103.85** bi-weekly); pro-rated on an hourly basis.

Note: Academic Allowance will commence the date at which the employee provides supporting documentation in the form of a copy of a transcript or degree to the Employer.

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

Article 41 Contracting Out

41:01 It will not be considered contracting out should the Employer:

- (a) Merge or amalgamate with another health care facility, health care related facility or another service provider, or
- (b) Transfer or combine any of its operations or functions with another health care facility, health care related facility or another service provider, or
- (c) Take over any of the operations or functions of another health care facility or another service provider, or
- (d) Centralize or consolidate with another service provider.

The Employer will provide all relevant information to the Union in a timely manner as it becomes available.

41:02 In the event of devolution and transfer of services provided by employees covered by this Agreement to a Crown Corporation, Board, Agency, Commission, or other service provider, the Employer and the Union will establish a joint committee to facilitate the orderly transfer of employees who are impacted.

Where the successorship provisions of the Labour Relations Act have been determined by the Manitoba Labour Board to apply, the provisions of this agreement shall continue in effect for the affected employees unless otherwise modified by the Manitoba Labour Board.

The Employer and the Union will work together with the successor Employer to negotiate a transition agreement respecting the administration

and interpretation of this Agreement during the period required to negotiate a new collective agreement.

Article 42 Term of Agreement

- 42:01** Unless otherwise specified, this Agreement and all its provisions shall be effective April 1, **2018**.
- 42:02** (a) This Agreement shall be in full force and effect until March 31, **2024**, and thereafter should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.
- (b) The Union agrees to give the Employer at least **two (2)** week's (**14** days) written notice as to the intended time and date of strike action.
- (c) The Employer agrees to give the Union at least **two (2)** week's (**14** days) written notice as to the intended time and date of lockout.
- 42:03** The Agreement may be amended during its term by mutual agreement.
- 42:04** Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 42:05** All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective the date of ratification of this Agreement unless otherwise specified.
- 42:06** It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no

employee in the bargaining unit shall strike during the term of this Agreement.

42:07 Should there be retroactive wage and benefit adjustments, they shall be made payable within sixty (60) working days of the date of ratification. Such retroactive adjustments shall be paid on a separate deposit and applied as follows:

- (a) To full-time, part-time, temporary and casual employees who are covered by this Agreement.
- (b) Upon written application, to employees who have resigned or retired.
- (c) Upon written application, to the estate of deceased employees.

42:08 **The ratification date of the current Collective Agreement occurred on July 14, 2023.**

Article 43 Telephone Consults

43:01 When an employee is consulted by telephone outside of **their** regular working hours and is authorized to handle bona fide work related matters without returning to the workplace, the following shall apply:

- (a) An employee who has not completed **their** regular daily or biweekly hours of work shall be paid at **their** basic rate of pay for a minimum of fifteen (15) minutes or actual time worked whichever is greater for each telephone consultation call logged.
- (b) An employee who has completed **their** regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate for a minimum of fifteen (15) minutes or actual time worked whichever is greater for each telephone consultation call logged.
- (c) For purposes of calculation as per (a) and (b) above, time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.

43:02 Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.

Article 44 Emergency, Disaster and Fire Plans

The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union.

44:01 In any emergency or disaster (a sudden generally unexpected occurrence or set of circumstances that overwhelms the Employer's available resources and causes a major impact requiring immediate action) declared by **the Employer**, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement.

44:02 Compensation for unusual working conditions related to an emergency **in 45:01 above** will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 12 shall apply to overtime hours worked.

44:03 Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 12.

Appendix A

Bi-weekly Remoteness Allowances

Bi-weekly Remoteness Allowance provisions do not currently apply within Southern Health **Region Employers Organization**. However, in the event of changes in eligibility criterion and/or the inclusion of eligible geographical locations as a result of mergers of regions etc., the bi-weekly remoteness allowance to be updated as per GEMA agreement

Appendix B

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

Former Civil Service Employee Benefit Plans

For full benefit coverage refer to www.mgeu.mb.ca or call Blue Cross at 775-0131 or Toll Free at 1-800-873-2583, 204-775-0151 or Toll Free at 1-888-596-1032. **The MGEU members who were transitioned to the Regional Health Authorities from Civil Service will remain in the Government of Manitoba benefit plans consistent with those in place in the Civil Service at the time of the employee’s transition to the RHA.**

These Benefits programs include the Ambulance & Hospital Semi-Private (AHSP), Dental, Vision, Prescription Drugs, Extended Health, Travel Health, Long Term Disability (LTD) plans and Health Spending Account and employees will be grandparented to those plans for the duration of their employment. All future changes to Benefit Plans negotiated in the Civil Service shall be applicable to the MGEU members who are grandparented to these plans.

Current plan details and claim forms can be reviewed and downloaded at:

<http://gov.mb.ca/csc/labour/benefits/blue.html>

Appendix C

MGEU Site List and Base Locations – Professional Technical Paramedical

<u>Bargaining Unit</u>		
Southern Health Region Employers Organization		
<u>Employer List</u>	<u>Site List</u>	<u>Base Location</u>
Southern Health-Santé Sud Regional Health Authority (SH-SS RHA) (Direct Operations)	Altona Community Memorial Health Centre	Altona Community Memorial Health Centre 240 5th Avenue NE, Altona, MB, R0G 0B0
	Bethesda Regional Health Centre (includes Bethesda Place)	Bethesda Regional Health Centre 316 Henry Street, Steinbach, MB, R5G 0P9 Bethesda Place 399 Hospital Street, Steinbach, MB, R5G 0E6
	Boundary Trails Health Centre	Boundary Trails Health Centre Box 2000, Station Main, Junction of Hwy #3 and #14, RM of Stanley, Winkler, MB, R6W 1H8
	Boyne Lodge Personal Care Home	Boyne Lodge Personal Care Home 120 4 th Avenue SW, Carman, MB, R0G 0J0
	Carman Memorial Hospital	Carman Memorial Hospital 350 4 th Street SW, Carman, MB, R0G 0J0
	Centre médico-social De Salaberry District Health Centre & Repos Jolys	Centre médico-social De Salaberry District Health Centre Box 320, 354 Préfontaine Avenue, St. Pierre-Jolys, MB, R0A 1V0 Repos Jolys Box 320, 354 Préfontaine Avenue, St. Pierre-Jolys, MB, R0A 1V0
	Centre de santé St. Claude Health Centre	Centre de santé St. Claude Health Centre Box 400, 33 Roy Street, St. Claude, MB, R0G 1Z0
	Corporate Offices	Regional Office – La Broquerie Box 470, 94 Principale Street, La Broquerie, MB, R0A 0W0 Regional Office – Morden 3 30 Stephen St, Morden, MB, R6M 2G3 Regional Office – Notre Dame Box 190, 40 Rogers Street, Notre-Dame-de-Lourdes, MB, R0G 1M0 Regional Office – Southport 180 Centenaire Dr, Southport MB R0H 1N1
	Crisis Stabilization Unit	Crisis Stabilization Unit

	450 Main Street, Steinbach, MB, R5G 1Z5
Douglas Campbell Lodge	Douglas Campbell Lodge 150 9 th Street SE, Portage la Prairie, MB, R1N 3T6
Eastview Place	Eastview Place 240 5 th Avenue NE, Altona, MB, R0G 0B0
Emerson Health Centre	Emerson Health Centre 26 Main Street, Emerson, MB, R0A 0L0
Foyer Notre-Dame, Clinique Notre-Dame Clinic & Centre de santé Notre-Dame Health Centre	Foyer Notre-Dame 40 Rogers Street, Notre-Dame-de-Lourdes, MB, R0G 1M0 Clinique Notre-Dame Clinic 44 Rogers Street, Notre-Dame-de-Lourdes, MB, R0G 1M0 Centre de santé Notre-Dame Health Centre 39 Roch Street, Notre-Dame-de-Lourdes, MB, R0G 1M0
Gladstone Health Centre	Gladstone Health Centre 24 Mill Street, Gladstone, MB, R0J 0T0
Home Care Program	Home Care – Altona 238 5 th Avenue NE, Altona, MB, R0G 0B0 Home Care – Carman 40 2 nd Street NE, Carman, MB, R0G 0B0 Home Care – Crystal City 135 Machray Avenue, Crystal City, MB, R0K 0N0 Home Care – Gladstone 24 Mill Street, Gladstone, MB, R0J 0T0 Home Care – MacGregor 75 Grafton Street, MacGregor, MB, R0H 0R0 Home Care – Manitou 232 Carrie Street, Manitou, MB, R0G 1G0 Home Care – Morris 215 Railroad Avenue E, Morris, MB, R0G 1K0 Home Care – Niverville Unit 200 101 2 nd Avenue S, Niverville, MB, R0A 0A1 Home Care – Notre-Dame-de-Lourdes 44 Rogers Street, Notre-Dame-de-Lourdes, MB, R0G 1M0

		<p>Home Care – Portage la Prairie 59 Royal Road N, Portage la Prairie, MB, R1N 1T9</p> <p>Home Care – St. Claude 109 Aspen Avenue S, St. Claude, MB, R0G 1Z0</p> <p>Home Care – St. Jean Baptiste 218 Caron Street, St. Jean Baptiste, MB, R0G 2B0</p> <p>Home Care – St. Pierre-Jolys 354 Préfontaine Avenue, St. Pierre-Jolys, MB, R0A 1V0</p> <p>Home Care – Ste. Anne Unit A 30 Dawson Road, Ste. Anne, MB, R5H 1B5</p> <p>Home Care – Steinbach 365 Reimer Avenue, Steinbach, MB, R5G 0R9</p> <p>Home Care – Sprague 80147 Highway 12, Sprague, MB, R0A 1Z0</p> <p>Home Care – Starbuck 16 Main Street, Starbuck, MB, R0G 2P0</p> <p>Home Care – Vita 217 1st Avenue W, Vita, MB, R0A 2K0</p> <p>Home Care – Winkler (Morden) Box 2000, Station Main, Junction of Hwy #3 and #14, RM of Stanley, Winkler, MB, R6W 1H8</p>
	Hôpital Ste-Anne Hospital	Hôpital Ste-Anne Hospital 52 Saint Gérard Street, Ste. Anne, MB, R5H 1C4
	Lions Prairie Manor	Lions Prairie Manor 24 9 th Street SE, Portage la Prairie, MB, R1N 3V4
	Lorne Memorial Hospital	Lorne Memorial Hospital Box 40, 2 nd Street N, Swan Lake, MB, R0G 2S0
	MacGregor Health Centre	MacGregor Health Centre 87 Grafton Street S, MacGregor, MB, R0H 0R0
	Mental Health Program	<p>Mental Health - Morris Box 519, 215 Railroad Ave E, Morris, MB, R0G 1K0</p> <p>Mental Health - Niverville 161 2nd Ave S, Niverville, MB, R0A 0A1</p> <p>Mental Health - Notre Dame de Lourdes Box 130, 44 Rogers St, Notre Dame de Lourdes, MB, R0G 1M0</p>

		<p>Mental Health – Portage la Prairie 524 5th Street SE, Portage la Prairie, MB, R1N 3A8</p> <p>Rapid Access to Addictions Medicine Clinic 159 5th Street SE, Portage la Prairie, MB, R1N 1H4</p> <p>Mental Health - St.Pierre Box 88, 354 Préfontaine Ave, St. Pierre-Jolys, MB, R0A 1V0</p> <p>Mental Health - Ste. Anne Unit A 30 Dawson Rd, Ste. Anne, MB, R5H 1B5</p> <p>Mental Health - Sprague Box 11, 80147 Hwy 12, Sprague, MB, R0A 1Z0</p> <p>Mental Health – Steinbach 365 Reimer Avenue, Steinbach, MB, R5G 0R9</p> <p>Mental Health - Vita Box 119, 217 1st Ave W, Vita, MB, R0A 2K0</p> <p>Mental Health - Boundary Trails Health Centre Box 2000, Station Main, Winkler, MB, R6W 1H8</p> <p>Mental Health – Winkler (Pathways) 351 Main Street, Winkler, MB, R6W 4A4</p>
	Morris General Hospital	<p>Morris General Hospital 215 Railroad Avenue E, Morris, MB, R0G 1K0</p>
	Pembina-Manitou Health Centre	<p>Pembina-Manitou Health Centre Box 129, 232 Carrie Street, Manitou, MB, R0G 1G0</p>
	Portage District General Hospital	<p>Portage District General Hospital 524 5th Street SE, Portage la Prairie, MB, R1N 3A8</p>
	Primary Health Program	<p>East Borderland Primary Care Centre Box 11, 80147 Hwy 12, Sprague, MB, R0A 1Z0</p> <p>Bethesda Primary Care Centre 101-381 Stonebridge Crossing, Steinbach, MB, R5G 2P8</p> <p>Southport EMS Station 180 Centenaire Drive, Southport, MB, R0H 1N1</p>
	Public Health Program	<p>Public Health-Healthy Living – Altona Box 660, 238 5th Avenue NE, Altona, MB, R0G 0B0</p> <p>Public Health-Healthy Living – Carman Box 807, 40 2nd St NE, Carman, MB, R0G 0J0</p> <p>Public Health-Healthy Living – Elie Box 27, 7 Main Street E, Elie, MB, R0H 0H0</p>

		<p>Public Health-Healthy Living – Gladstone Box 1000, 24 Mill St, Gladstone, MB, R0J 0T0</p> <p>Public Health-Healthy Living – La Salle 3 30 Principale Street, La Salle, MB, R0G 0A2</p> <p>Public Health-Healthy Living – MacGregor Box 123, 87 Grafton Street S, MacGregor, MB, R0H 0R0</p> <p>Public Health-Healthy Living - Morden 3-30 Stephen St, Morden, MB, R6M 2G3</p> <p>Public Health-Healthy Living – Morris Box 519, 215 Railroad Avenue E, Morris, MB, R0G 1K0</p> <p>Public Health-Healthy Living – Niverville 200-101 2nd Avenue S, Niverville, MB, R0A 0A1</p> <p>Public Health-Healthy Living – Pilot Mound Box 8, 105 Brown St S, Pilot Mound, MB, R0G 1P0</p> <p>Public Health-Healthy Living – Portage la Prairie 204 140 9th Street SE, Portage la Prairie, MB, R1N 3V5</p> <p>Public Health-Healthy Living – Rosenort Box 313, 124 14 Spruce Crescent, Rosenort, MB, R0G 1W0</p> <p>Public Health-Healthy Living – St. Claude Box 400, 109 Aspen Avenue S, St. Claude, MB, R0G 1Z0</p> <p>Public Health-Healthy Living–Montcalm – St. Jean Baptiste Box 298, 218 Caron Street, St. Jean Baptiste, MB, R0G 2B0</p> <p>Public Health-Healthy Living – St. Pierre-Jolys 354 Préfontaine Avenue, St. Pierre-Jolys, MB, R0A 1V0</p> <p>Public Health-Healthy Living – Ste. Anne Unit A 30 Dawson Road, Ste. Anne, MB, R5H 1B5</p>
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		<p>Public Health-Healthy Living – Somerset Box 125, 1 Somerset Place, Somerset, MB, R0G 2L0</p> <p>Public Health-Healthy Living – Southport 180 Centenaire Drive, Southport, MB, R0H 1N1</p> <p>Public Health-Healthy Living – Steinbach 365 Reimer Avenue, Steinbach, MB, R5G 0R9</p> <p>Public Health-Healthy Living – Steinbach 450B Main Street, Steinbach, MB, R5G 1Z5</p> <p>Public Health-Healthy Living – Vita 217 1st Avenue W, Vita, MB, R0A 2K0</p> <p>Public Health-Healthy Living – Boundary Trails Health Centre Box 2000, Station Main, Junction of Hwy #3 and #14, RM of Stanley, Winkler, MB, R6W 1H8</p> <p>Public Health-Healthy Living – Boundary Trails Place 3-30 Stephen Street, Morden, MB, R6M 2G3</p>
	Red River Valley Lodge	Red River Valley Lodge 136 Ottawa Avenue W, Morris, MB, R0G 1K0
	Regional Pharmacy Program	Regional Pharmacy Program
	Regional Therapy Services	Regional Therapy Services
	Third Crossing Manor	Third Crossing Manor 175 Dennis Street W, Gladstone, MB, R0J 0T0
	Vita & District Health Centre (includes Personal Care Home)	<p>Vita & District Health Centre Box 160, 217 1st Avenue W, Vita, MB, R0A 2K0</p> <p>Vita & District Personal Care Home Box 160, 217 1st Avenue W, Vita, MB, R0A 2K0</p>
Menno Home for the Aged*	Menno Home for the Aged	Menno Home for the Aged Box 280, 235 Park Street, Grunthal, MB, R0A 0R0
Rock Lake Health District*	Rock Lake Health District Hospital, Rock Lake District Personal Care Home, Prairie View Lodge	<p>Rock Lake Health District Hospital 135 Machray Avenue, Crystal City, MB, R0K 0N0</p> <p>Rock Lake District Personal Care Home Apt 27, 115 Brown Street South, Pilot Mound, MB, R0G 1P0</p>

		Prairie View Lodges Apt 26, 424 Broadway Avenue W, Pilot Mound, MB, R0G 1P0
Tabor Home Inc. *	Tabor Home Inc.	Tabor Home Inc. 450 Loren Drive, Morden, MB, R6M 0E2
Villa Youville*	Villa Youville	Villa Youville 15 Charrière Road, St. Anne, MB, R5H 1C9

*Identifies non-transferred sites

- Errors and Omissions Excepted
- PHLRS reserves the right to add to, modify, or delete sites

Appendix D

Re: Guidelines for the Interpretation of Article 9:01 (Portability)

1. The onus is on the employee to advise **their** new Employer that there are benefits/seniority to port.
2. The provisions of Article 9:01 only apply where an employee terminates employment from one Employer and commences employment with another Employer. It does not apply to “merge” employment/benefits etc. from two or more Employers to one of those Employers.
3. In the instance where an employee is to commence casual employment with the sending Employer, the employee’s employment must be terminated (including a letter of resignation), following which the employee can be newly re-hired as a casual employee. Failure to terminate employment with the sending Employer shall eliminate the ability to port benefits.
4. Once notified of portability of benefits/seniority, the receiving Employer shall notify the sending Employer by forwarding a “Portability Form” to the sending Employer. That Employer will complete the form as soon as possible and forward to the receiving Employer.
5. Portability applies for employment into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are ported at the time of employment. Should the employee not obtain a permanent position in accordance with the new Employer’s collective agreement, all seniority and benefits shall terminate, unless **they** in turn obtains employment with another MGEU Employer where portability applies, and within the time lines specified.
6. Employment terminates with the sending Employer and commences with the receiving Employer, in order for portability to apply. Therefore, accrued vacation is paid out by the sending Employer; only the accrual rate is ported.

Appendix E

Re: Article 21:03 2(d) and 21:05

The following example is provided to assist with the application of Article 21:03 2(d) and 21:05:

Calculations are based on the following values/assumptions:

Employee hourly rate - \$30.00

Weekly earnings - \$30.00 x 40 = \$1,200.00

Hours base – 2080 per annum

EI Maximum Amount - \$457.00 / week

Employee fulfills 50% of service requirement (total service requirement would be 2080 x .5 = 1040)

<u>\$12,117</u>	x	520 =	\$6,058.50
1040			

Appendix F

Abbreviations

*The list will be reviewed and completed during the life of the Agreement.

- **ARRT – Advanced Registered Respiratory Therapist (certified by and currently registered with MARRT)**
- **BSc – Bachelor of Science**
- **BScN- Bachelor of Science Nursing**
- **BScPh—Bachelor of Science Pharmacy**
- **BScPN-Bachelor of Science and Psychiatric Nursing**
- **CASLPM – College of Audiologists and Speech-Language Pathologists of Manitoba**
- **CDM – College of Dieticians of Manitoba**
- **COTM – College of Occupational Therapists of Manitoba**
- **C.Psych - Certificate of registration as a psychologist through The Psychological Association of Manitoba**
- **MAHE – Manitoba Association of Home Economics**
- **MARRT – Manitoba Association of Registered Respiratory Therapists**
- **MCSW – Manitoba College of Social Workers**
- **MPA – Manitoba Physiotherapy Association**
- **MPhA – Manitoba Pharmaceutical Association**
- **MSC – Master of Science**
- **PhD – Doctorate**
- **PsyD- Doctor of Psychologist**
- **RN – Registered Nurse**
- **RPN – Registered Psychiatric Nurse**
- **RRT – Registered Respiratory Therapist (certified by and currently registered with MARRT)**

IN WITNESS WHEREOF representatives of Southern Health **Region Employers Organization** have hereunto set their hand for and on behalf of Southern Health – **Region Employer Organization** and representatives of Manitoba Government and General Employees’ Union have hereunto set their hand for and on behalf of Manitoba Government and General Employees’ Union.

Signed this 21st day of May, 2024.

Kerry Dbozo

On behalf of Southern Health Region Employers Organization

Eric Jenner

On behalf of Manitoba Government and General Employees’ Union-

J. Muir

On behalf of Southern Health Region Employers Organization

Michelle Mansell

On behalf of Manitoba Government and General Employees’ Union-

On behalf of Southern Health Region Employers Organization

On behalf of Manitoba Government and General Employees’ Union-

Memorandum of Agreement No. 1*between***Southern Health Region Employers Organization***and***Manitoba Government and General Employees' Union****Professional/Technical/Paramedical****Re: Application of Overtime Rates for Callbacks**

The purpose of this Memorandum is to provide clarification on the interpretation and application of Article 13:05 for the payment of callback. Implementation of this memorandum to be effective the second full pay period following the final date of ratification (May 30, 2004).

For the purpose of this Memorandum, a calendar day is defined as the period of time between 0001 hours and the next succeeding 2400 hours. For the purpose of this Memorandum, a callback commencing before midnight and ending after midnight into the next calendar day shall be calculated as if the callback occurred entirely within the first calendar day.

1. FULL TIME EMPLOYEES

- (a) Multiple call backs while on standby on a day other than a scheduled day off or a General Holiday - One and one-half times (1 ½ X) rate is payable. Two times (2X) rate is payable for time actually worked when an employee works in excess of three (3) hours while on standby within any one (1) calendar day.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works two (2) hours.

The employee is paid two (2) hours at one and one-half times (1 ½ X) rate. The employee is also paid one and one-half times

(1 ½ X) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works two (2) hours.

The employee is paid one (1) hour at one and one-half times

(1 ½ X) rate for the first hour worked and two times (2X) rate for the second (2nd) hour worked. The employee is also paid one and one-half times (1 ½ X) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 3rd callback - Employee works two (2) hours.

The employee is paid two (2) hours at two times (2X) rate. The employee is also paid one and one-half times (1 ½ X) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (b) Call backs on a scheduled day off (except when such days off are a General Holiday) - Two times (2X) rate is payable on all callback hours paid.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works one (1) hour.

The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works four (4) hours.

The employee is paid two times (2X) rate for four (4) hours.

- 3rd callback - Employee works two (2) hours.

The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (c) Call backs on a General Holiday - Two and one-half times (2 ½ X) rate is payable on all callback hours paid.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works one (1) hour.

The employee is paid two and one-half times ($2\frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works four (4) hours.

The employee is paid two and one-half times ($2\frac{1}{2} X$) rate for four (4) hours.

- 3rd callback - Employee works two (2) hours.

The employee is paid two and one-half times ($2\frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

2. PART TIME EMPLOYEES

- (a) Multiple call backs while on standby on a day other than a General Holiday - One and one-half times ($1\frac{1}{2} X$) rate is payable. Two times ($2X$) rate is payable for time actually worked when an employee works in excess of three (3) hours while on standby within any one (1) calendar day.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works two (2) hours.

The employee is paid two (2) hours at one and one-half times ($1\frac{1}{2} X$) rate. The employee is also paid one and one half times ($1\frac{1}{2} X$) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works two (2) hours.

The employee is paid one (1) hour at one and one-half times ($1\frac{1}{2} X$) rate for the first hour worked and two times ($2X$) rate for the second (2nd) hour worked. The employee is also paid one and one-half times ($1\frac{1}{2} X$) rate for the

third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 3rd callback - Employee works two (2) hours.

The employee is paid two (2) hours at two times (2X) rate. The employee is also paid one and one-half times ($1\frac{1}{2}X$) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (b) NOTE: This provision applies only to callback while on standby on a day where a part-time employee is not scheduled to work a regular shift, but has worked full-time hours within the bi-weekly pay period.

Two times (2X) rate is payable on all callback hours paid.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works one (1) hour.

The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works four (4) hours.

The employee is paid two times (2X) rate for four (4) hours.

- 3rd callback - Employee works two (2) hours.

The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (c) Call backs on a General Holiday - Two and one-half times ($2\frac{1}{2}X$) rate is payable on all callback hours paid.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works one (1) hour.

The employee is paid two and one-half times ($2\frac{1}{2}X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works four (4) hours.

The employee is paid two and one-half times ($2 \frac{1}{2} X$) rate for four (4) hours.

- 3rd callback - Employee works two (2) hours.

The employee is paid two and one-half times ($2 \frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

3. CASUAL EMPLOYEES

- (a) Multiple call backs while on standby on a day where the casual employee has worked the applicable full-time daily hours of work other than a General Holiday.

One and one-half times ($1 \frac{1}{2} x$) rate is payable. Two times ($2X$) rate is payable for time actually worked when an employee works in excess of three (3) hours while on standby within any one (1) calendar day.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works two (2) hours.

The employee is paid two (2) hours at one and one-half times ($1 \frac{1}{2} X$) rate. The employee is also paid one and one-half times ($1 \frac{1}{2} X$) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works two (2) hours.

The employee is paid one (1) hour at one and one-half times ($1 \frac{1}{2} X$) rate for the first hour worked and two times ($2X$) rate for the second (2nd) hour worked. The employee is also paid one and one-half times ($1 \frac{1}{2} X$) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 3rd callback - Employee works two (2) hours.

The employee is paid two (2) hours at two times (2X) rate. The employee is also paid one and one-half times (1 ½ X) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (b) NOTE: This provision applies only to callback while on standby on a day where a casual employee is not scheduled to work a regular shift, but has worked the applicable full-time hours within the bi-weekly pay period.

Two times (2X) rate is payable on all callback hours paid.

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works one (1) hour.

The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works four (4) hours.

The employee is paid two times (2X) rate for four (4) hours.

- 3rd callback - Employee works two (2) hours.

The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (c) Call backs on a General Holiday

The employee is paid one and one-half (1 ½ X) rate until hours worked on the General Holiday reach the full-time daily hours of work.

- (i) Employee works a scheduled full shift on the General Holiday:

For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

- 1st callback - Employee works one (1) hour.

The employee is paid two and one-half times ($2 \frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works four (4) hours.

The employee is paid two and one-half times ($2 \frac{1}{2} X$) rate for four (4) hours.

- 3rd callback - Employee works two (2) hours.

The employee is paid two and one-half times ($2 \frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

(ii) Employee has not worked a regular shift but is on standby:

For example, an employee is on standby and is called to report for duty five (5) times within the calendar day. Example based on full-time regular hours of eight (8) hours per day:

- 1st callback - Employee works one (1) hour.

The employee is paid one and one-half times ($1 \frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 2nd callback - Employee works four (4) hours.

The employee is paid one and one-half times ($1 \frac{1}{2} X$) rate for four (4) hours.

- 3rd callback - Employee works two (2) hours.

The employee is paid one and one-half times ($1 \frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 4th callback - Employee works two (2) hours.

The employee is paid one and one-half times ($1 \frac{1}{2} X$) rate for one (1) hour. As the employee has now worked the full-time daily hours, the

employee is paid two and one-half times ($2 \frac{1}{2} X$) rate for the remaining two (2) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- 5th callback - Employee works one (1) hour.

The Employee is paid two and one-half times ($2 \frac{1}{2} X$) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

- (d) Multiple call backs while on standby on a day where the employee has not worked the applicable full-time daily hours. - Straight time (1X) rate payable for not less than three (3) hours for each callback. Should the casual employee work in excess of the daily full-time hours of work, “a” above shall apply.

First example, an employee is on standby and is called to report for duty four (4) times within the day. Example based on full-time regular hours of eight (8) hours per day.

- 1st callback - Employee works four (4) hours.

The employee is paid four (4) hours at straight time (1X) rate.

- 2nd callback - Employee works for two (2) hours.

The employee is paid three (3) hours at straight time (1X) rate, which satisfies the minimum guarantee of three (3) hours pay.

- 3rd callback - Employee works three (3) hours.

The employee is paid two (2) hours at straight time (1X) rate and one (1) hour at one and one-half times ($1 \frac{1}{2} X$) rate, as the employee has now worked the full-time daily hours.

- 4th callback - Employee works five (5) hours.

The employee is paid two (2) hours at one and one-half times ($1 \frac{1}{2} X$) rate and three (3) hours at two times (2X) rate.

Second example, an employee is on standby and is called to report for duty two (2) times within the day. Example based on full-time regular hours of eight (8) hours per day.

- 1st callback - Employee works twelve (12) hours.

The employee is paid eight (8) hours at straight time (1X) rate, three (3) hours at one and one-half times ($1\frac{1}{2}X$) rate, and one (1) hour at two times (2X) rate.

- 2nd callback - Employee works two (2) hours.

The employee is paid two (2) hours at two times (2X) rate and one (1) hour at one and one-half times ($1\frac{1}{2}X$) rate, which satisfies the minimum guarantee of three (3) hours at overtime rates.

Signed this 21st day of May, 2024.

Kerry Doga

On behalf of Southern Health Region
Employers Organization

Eric Jenner

On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 2

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Impact of Hours of Work Reductions on Pension Plan

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

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

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

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

Signed this 21st day of May, 2024.

Kerry Dloga
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 3

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Manitoba Health Premiums

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

Signed this 21st day of May, 2024.

Kerry Duggan

On behalf of Southern Health Region
Employers Organization

Eric Jenner

On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 4

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Amnesty from Provincial Wage/Hours of Work Reduction Legislation

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

Signed this 21st day of May, 2024.

Kerry Dboqo.

On behalf of Southern Health Region
Employers Organization

Eric Jenner

On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 5

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Technical/Professional

Re: Redeployment Principles

1. Purpose
- 1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Agreement.
- 1.02 It is agreed by the parties that this Letter of Agreement shall work in concert with the provisions of the applicable Collective Agreements of the Unions involved and shall be supplementary to same.
- 1.03 All terms and conditions of Collective Agreements and personal policies and procedures of the receiving site shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Agreement.
- 1.04 This Letter of Agreement governs the movement of laid off employees and/or the movement of positions between bargaining units of the above-mentioned Unions and Employers.
- 1.05 For the purposes of this Letter of Agreement “receiving agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the “sending agreement(s)” shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.

1.06 All particulars of job opportunities at receiving sites will be made available to the Unions as they become known to the above-mentioned Employers.

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

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

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

2. Seniority

2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.

2.02 Employees without a Collective Agreement shall not have seniority rights.

2.03 Transfer of Seniority - The affected Employer(s) and affected Union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

3. Trial Period

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

4. New and Vacant Positions

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

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

The following provisions shall apply in filling the vacancy:

- (a) Employees on the Central Redeployment List shall be listed in order of seniority (as per “sending” Collective Agreement[s]);
- (b) Subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating Employers (process to be established);
- (c) Seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- (d) In assessing an employee’s history only formally documented material contained in the employee’s personnel file will be considered;
- (e) Receiving sites job description applies vis-à-vis qualification requirements;
- (f) Once an employee has been permanently redeployed and has completed the trial period with a receiving Employer, **they** shall relinquish any recall rights to **their** former Employer unless **they are** laid off from the receiving Employer. Should an employee be laid off from the receiving

Employer, **they** will be placed back on the recall list with the sending Employer for the balance of time **they** would have been on the recall list. **They** will also have recall rights in accordance with the Collective Agreement of the receiving Employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending Employer and the original receiving Employer.

5. Transfer of Service/Merger/Amalgamation

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

6. Portability of Benefits

The following benefits are portable:

6.01 Accumulated income protection benefits/sick leave credits.

6.02 Length of employment applicable to rate at which vacation is earned.

6.03 Length of employment applicable to pre-retirement leave limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.

6.04 Length of employment for the purpose of qualifying to join benefit plans, e.g. two (2) year pension requirement.

6.05 Benefits - An incoming employee is subject to the terms and conditions of the receiving sites benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.

6.06 Salary Treatments:

(a) If range is identical, then placed step-on-step;

- (b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.
- 6.07 Upon hire of an employee from the Central Redeployment List, the receiving Employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending Employer under this Letter of Agreement.
7. Other Conditions
- 7.01 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.
 - 7.02 Salary and vacation earned to date to be paid out by sending Employer.
 - 7.03 Banked time including overtime bank, stat bank, to be paid out by sending Employer.
8. Training
- 8.01 The parties agree that provisions for training will be dealt with by the Committee.
9. Admission of New Members
- 9.01 The parties hereby authorize the Committee to admit new signatories as participating Employers or participating Unions in such manner and upon such terms as the Committee in its discretion deems appropriate without the necessary consultation or agreement with existing signatories. Upon admission to this agreement such new signatories will have the same rights and obligations as existing participating Unions and participating Employers, effective the date of such admission.
10. Acceptance of Letter of Agreement
- 10.01 Signatories to this Letter of Agreement agree to accept this letter without amendment. Any subsequent amendment to the Letter of Agreement shall only be implemented if approved pursuant to Article 14.
11. Duration

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

12. Amendments

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

13. Appeal Panel

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

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

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

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

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

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

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

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

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

Re: Casual Seniority

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

Signed this 21st day of May, 2024.

Kerry Dloga
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 6

between

Southern Health Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Pension Plan (HEPP)

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

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

Signed this 21st day of May, 2024.

Kerry Duggan
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 7

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Employment Security

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

1. It will be incumbent upon the Employer to notify the Union in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of employees covered by the provisions of this Collective Agreement.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Union no later than twenty (20) days after the above.
3. The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.

5. In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, the **employee shall be:**
 - (a) **given the opportunity to fill any current vacancy provided they possess the seniority, qualifications and ability to perform the position, or**
 - (b) **Article 28:05 shall apply.**
6. **Should the employee choose not to exercise seniority rights under Article 28:05 then the employee shall be placed on lay off.**
7. In the event of #5 above occurring or in the event of the closure of a **facility/program/Employer**, and in conjunction with #8 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of employees.
8. The Employer will also cooperate with other **Employers with the Provincial Health Labour Relations Services** and/or Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort **where reasonably possible.**

Signed this 21st day of May, 2024.

Kerry Dboqo
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 8

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Increase in EFT

Notwithstanding Article 9, the EFT of a part-time employee may be increased in accordance with the following process:

The parties agree that it may be of mutual benefit to the employees and the Employer to allow part-time employees, who request to do so, to increase their EFT.

- (a) Requests to permanently increase EFT's shall be made in writing by part-time employees at a date determined by the Employer. The employee shall indicate the maximum EFT to which they wish to increase.

Subject to (i) the Employer will at least once annually provide the opportunity for part-time employees to submit a request in writing for consideration to increase their EFT.

- (b) An employee may increase **their** EFT up to a 1.0 EFT.
- (c) In considering requests, the Employer in consultation with the Union shall consider such factors as current EFTs, shift assignments, shift schedules, the department/program(s) needs and the requirements of Article 11. If the requests by employees within a department/program exceed the availability within that department/program as determined by the Employer, the Employer shall offer in order of seniority. The final

determination shall be made no later than sixty (60) days after receipt of all written requests as outlined in (a).

- (d) A part-time employee shall not be permitted to increase **their** EFT while other employees are on layoff from that department/program unless such laid off employees have been recalled or have declined recall.
- (e) Where any request to change EFT has been approved, the Employer shall issue a letter to the employee confirming the employee's new EFT in accordance with this Collective Agreement along with an effective date.
- (f) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
- (g) Any changes to shift patterns as a result of changing EFT's shall be done in accordance with the provision of Article 11 and any pre-approved vacation will be honored in the new schedule unless otherwise mutually agreed between the Employer and the employee.
- (h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Agreement including, without limitation, the right to post vacant positions.
- (i) For the duration of this Collective Agreement, the Employer and the Union shall meet on or before May 31st annually to determine if they wish to repeat the EFT adjustment process in the following year. There must be mutual agreement to repeat this process.

Signed this 21st day of May, 2024.

Kerry Dlogo
 On behalf of Southern Health Region
 Employers Organization

Eric Jenner
 On behalf of Manitoba Government
 and General Employees' Union-

Memorandum of Agreement No. 9

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Weekend Worker

Where the Employer chooses to implement a Weekend Worker position(s) the Employer and the Union mutually agree that the following shall apply:

- (a) All provisions of the Collective Agreement shall apply except as noted herein.
- (b) Occupied positions will not be deleted in order to create a Weekend Worker position(s).
- (c) An employee working a weekend schedule will be scheduled to work on every weekend. This may include working one or all days of the weekend as well as shifts during the week. Article 11:03(v) shall not apply to weekend workers.
- (d) Weekend Worker positions shall be posted in accordance with the provisions of the Collective Agreement.
- (e) An employee replacing a Weekend Worker shall not be entitled to the rate of pay applicable to the Weekend Worker. However, the Weekend Worker who interchanges a shift with a non-Weekend Worker shall be paid at **their** Weekend Worker rate of pay for the interchanged shift.
- (f) A Weekend Worker who picks up additional available shifts shall not receive the Weekend Worker rate of pay for such shifts.

- (g) The establishment and/or existence of a Weekend Worker shall not form the basis for reclassification and/or pay adjustments of any classification under the Collective Agreement.
- (h) The Employer maintains the right to discontinue a Weekend Worker schedule with a minimum of six (6) weeks' notice, at which time the schedule may be converted to normal scheduling requirements pursuant to the Collective Agreement and the rate of pay shall revert to the prevailing rate of pay for that occupational classification. Deletion of Weekend Worker incumbents is not required for schedule conversions where there are no other changes in the position except the conversion from a Weekend Worker rotation to a regular rotation.

The Salary Schedule for Weekend Worker positions shall be fifteen (15%) percent higher than the prevailing rate for that occupational classification.

Signed this 21st day of May, 2024.

Kerry Dbozo
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 10

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

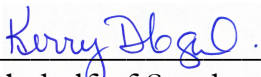
Re: Return of Service

In situations where Return of Service agreements are being contemplated by the Employer, the Employer will include the Union in the development of the Return of Service Agreements prior to signing of the Return of Service agreement.

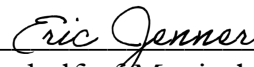
All Parties the Employer, Union, and Employee will be required sign the final Return of Service Agreement.

The Return of Service Agreement packages will be honored and supported by the Union, including the recovery of monies where the service commitment has not been met.

Signed this 21st day of May, 2024.



On behalf of Southern Health Region
Employers Organization



On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 11

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Twelve (12) Hour Shift

Note: Twelve (12) hour shifts will only be implemented by agreement between the Employer and the Union.

1. A "12" hour shift for employees working 7.75 hours (2015 annual hours) will be 11.625 paid hours to be scheduled at 12.25 hours.
2. There shall be twenty (20) regular "12 hour" shifts in each three (3) consecutive biweekly periods, or a combination of 12 hour and regular shifts as defined in Article 10:01 during each three (3) consecutive biweekly pay period that will equal the regular hours of the classification as defined in Article 10:01.
3. Each "12" hour shift shall be inclusive of two (2) rest periods as defined in Article 10:01 of this Agreement. Meal period(s) shall consist of 60.0 minutes in total with 37.5 minutes unpaid and 22.5 minutes paid for each 12 hour shift.
4. Overtime shall be authorized time worked in excess of scheduled hours as defined in (1) and (2) above.
5. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement. Where an employee works a 12 hour shift, evening and night premiums shall be paid on the basis of hours worked. For the purpose of clarification evening shift premiums shall be paid for any hours worked between 1600 hours to 2400 hours. Night shift

premiums shall be paid for any hours worked between 2400 hours to 0800 hours. Rates paid will be in accordance with Article 14.

6. The paid vacation entitlement received under the 12 hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 10:01) shift pattern.
7. An employee required to work on a general holiday shall be paid at the rate of one and one-half ($1 \frac{1}{2} \times$) times the basic rate of pay for scheduled regular hours and in addition full time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 12 - Overtime shall apply except for Article 12:01. Article 12:01 of the Collective Agreement is replaced by items (1), (2) and (3) above for the purposes of this memorandum.
8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of the twelve (12) hour shift memorandum, the provisions of Article 11:**03(i)** do not apply.
10. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.
11. Upon a minimum of sixty (60) days' notice, the Employer or the Union may discontinue the modified shift schedule.

Signed this 21st day of May, 2024.

Kerry Duggan
 On behalf of Southern Health Region
 Employers Organization

Eric Jenner
 On behalf of Manitoba Government
 and General Employees' Union-

Memorandum of Agreement No. 12

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Midwives

The Employer and the Union recognize the unique nature of service that Midwives provide for the residents of the region and the flexibility that is required to meet the needs of the residents.

The parties agree that Midwives shall be covered by all provisions of this Agreement, unless otherwise specified in this Memorandum:

1. Probationary Employee (Replaces Article 2:16 of the Collective Agreement)

Means an employee who:

- (a) Is registered with supervision requirements as determined by the College of Midwives of Manitoba (CCM); or
- (b) Has not completed six (6) months of continuous full-time or part-time employment following the removal of the supervision requirements.

Until such time as an employee has completed their probation period, they may be subject to discharge without recourse to the grievance procedure. In the event that an employee is to be discharged during the probation period, written notice shall be served to the employee and the Union.

The probation period for any given employee may be extended after consultation with the Union.

2. Hours of Work and Shift Schedules

(Replaces Article 10 and Article 11 of the Collective Agreement)

- (a) Regular hours of work will be an average of eighty (80) hours per bi-weekly period, or 2080 hours per year.
- (b) Regular hours of work shall be deemed to:
 - (i) Include a rest period of fifteen (15) minutes during each continuous three (3) hour period of duty;
 - (ii) Exclude a meal period of at least thirty (30) minutes during each working day.
- (c) The employee will be responsible for scheduling their own hours of work. Each employee shall submit a log of hours worked to their supervisor at the end of each bi-weekly period or more often if required. The hours worked shall be 80 hours per bi-weekly period averaged over 4 consecutive bi-weekly pay periods.
- (d) To the extent practicable, the employee will consult with **their** supervisor prior to working additional or alternate hours beyond **their** approved schedule. In the event that this is necessary, the employee shall make every reasonable effort to alter **their** schedule over the remainder of the period referred to in (c) **above** in order to maintain an average of 80 hours worked in the bi-weekly period. In the event the employee is unable to reconcile additional hours worked over the **four (4)** consecutive bi-weekly pay periods referenced in (c) **above**, **they** shall be allowed to carry over any un-reconciled hours to be taken at a future time mutually agreed between the Employer and the employee.

3. Recognized Holidays

(Replaces Article 18:05 of the Collective Agreement):

- (a) An employee required to work on any General Holiday shall be paid one and one-half times (1 1/2x) **their** basic rate of pay for all hours worked.

In addition, the employee shall be granted an eight (8) hour day in lieu at a time mutually agreed between the Employer and the employee.

4. Salary Schedule

The compensation payable is intended to compensate the Midwife for delivering Midwifery Services on a full-time basis; therefore Articles 12, 13 and 14 of the Collective Agreement do not apply. The Midwife shall devote as many hours to providing the Midwifery services as may be necessary to fully discharge the Midwife’s professional duties.

Part-time Midwives shall be compensated on a pro-rated basis.

Travel Outside Clinical Hours

Employees required to use, or provide their own personal vehicle for Employer business, outside of clinical hours, which has been pre-authorized by the Employer, shall be reimbursed in accordance with the following formula:

Distance (in kilometers) from the employee’s home to the alternate location/worksite.

It is understood that any adjustments in the mileage rates shall be implemented as quickly as reasonably possible retroactive to the date the Province of Manitoba mileage rates became effective.

Signed this 21st day of May, 2024.

Kerry Doga
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees’ Union-

Memorandum of Agreement No. 13

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: "Me Too"

During the term 2018 to 2024 Collective Agreement, should another healthcare Professional Technical Paramedical union negotiate new additional monetary increases for items such as but not limited to the following:

- **General Wage Increases;**
- **Special Wage Adjustments;**
- **Additional steps on salary scales;**
- **Shift premiums and responsibility pay;**
- **Allowances of any kind;**
- **Bonuses of any kind;**
- **Overtime rates of pay;**

(i.e. any additional compensation in any form).

The Employer will commit to parity for MGEU members for the same increases, effective on the same calendar date as the other healthcare union negotiated.

It is understood that monetary increases that do not have general application would apply only to MGEU members who are in like circumstances or group(s). For example, a special adjustment for a particular classification would apply only to the equivalent classification(s) in the corresponding MGEU bargaining unit.

Signed this 21st day of May, 2024.

Kerry Duggan
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 14

between

Southern Health Region Employer Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Manitoba Health

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

AND WHEREAS health care professionals employed in the professional technical **paramedical** sector are an integral part of the delivery of health care services in facilities, programs and communities throughout the province, and have a shared commitment and responsibility for the provision of appropriate, quality health care to Manitobans;

AND WHEREAS the Employers are responsible for the provision of health care services and programs for Manitobans, and as such seek to attract and retain qualified health care professionals to deliver health care services within the health care system;

AND WHEREAS the MGEU recognizes the role that their members play in supporting the responsible use of healthcare resources, and as such will advocate for and support their members in meeting professional obligations to patients, clients and the healthcare system as a whole;

AND WHEREAS the Parties recognize that it is in the best interest of the health care system to have all parties working together towards these mutual goals, and the parties wish to enter into this Memorandum of Understanding to work towards the achievement of these goals through collaborative discussions;

NOW THEREFORE The parties do hereby agree to work together with Manitoba Health and other health system stakeholders, during the term of the Collective Agreement, to make recommendations regarding the identification, development and implementation of system delivery changes that are intended to improve the effectiveness and sustainability of health care service delivery in Manitoba.

Matters that will be considered will include but are not limited to:

- (a) Redesign of services to increase access and reduce wait times within the health care system;
- (b) Improvement of scheduling practices within the system;
- (c) Focusing on safe practices and reduction of WCB injuries;
- (d) Ensuring the skill sets of employees are used to optimal effect in the delivery of quality health care services;
- (e) Use of technology to improve service delivery;
- (f) Implementation of expanded hours of services to enhance services on weekends, allow greater access to specialized test procedures and use of specialized diagnostic equipment;
- (g) Establishment of employee relief pools.

The Parties will commit the necessary time, resources and expertise to this work during the term of the Collective Agreement.

Signed this 21st day of May, 2024.

Kerry Dboqo.
 On behalf of Southern Health Region
 Employers Organization

Eric Jenner
 On behalf of Manitoba Government
 and General Employees' Union-

Memorandum of Agreement No. 15

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

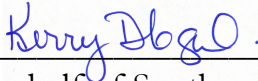
Professional/Technical/Paramedical

Re: Caseload Sizes and Workload Measures

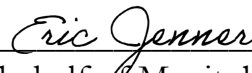
It is recognized that, in some areas, the manageability of workload may be of concern to a group of employees, the Union and the Employer.

In situations where both the Union and the Employer are in agreement that discussion may be beneficial to resolving workload concerns the two parties agree to discuss possible areas of concern and options for consideration to try to resolve these concerns. By mutual agreement, the Union and the Employer may include employee representatives in these discussions.

Signed this 21st day of May, 2024.



On behalf of Southern Health Region
Employers Organization



On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 16

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Recruitment and Retention Working Committee

A Joint Committee will be established to review recruitment and retention issues within the Employer including but not limited to classifications within the Home Care and Mental Health programs.

The parties acknowledge that in order to support the delivery of effective patient/client care/service, an adequate supply of trained employees is required.

The purpose of the Committee will be:

- To identify classifications that are experiencing current or anticipated shortages of qualified employees;
- To identify recruitment challenges in order to address current or anticipated shortages;
- To identify strategies to facilitate the availability of appropriately qualified employees; and
- To consider other systemic issues that may be raised by Committee members.

The Employer will share relevant and appropriate data as available, pertaining to the following factors, for review by the Joint Committee:

- Workload/caseload;
- Vacancy rates;
- Recruitment/retention issues; and

- **Other related issues agreed to by the parties.**

Any statistical information that is shared with the Joint Committee will be for the express purpose and scope of the Committee. Such information cannot be used or shared by any members of the Committee beyond the remaining members of the Committee.

The Joint Committee will be comprised of four (4) Union and four (4) Employer representatives.

The Committee will meet a minimum of four times per year and will commence meeting within thirty (30) days of ratification.

Any mutually agreed upon recommendations flowing from the Committee will be submitted to the Employer’s Senior Leadership Team (SLT) for review and consideration.

The Employer and the Union shall be responsible for their respective salaries and associated costs of their Committee members. Other persons may be invited to participate as mutually agreed by both parties.

The Committee will determine its process including the circumstances in which individuals including employees may be invited to present or share information with the Committee for its consideration.

The Technical/Professional/Paramedical Recruitment/Retention Working Committee will be in existence for the duration of the collective agreement and will be extended only if mutually agreed to between the parties.

Signed this 21st day of May, 2024.

Kerry Duggan
 On behalf of Southern Health Region
 Employers Organization

Eric Jenner
 On behalf of Manitoba Government
 and General Employees’ Union-

Memorandum of Agreement No. 17

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Ten (10) Hour Shift (2015 Annual Hours)

Note: Ten (10) Hour shifts will only be implemented by agreement between the Employer and the Union.

1. A ten (10) hour shift for employees working seven and three quarters (7.75) hours (2015 annual hours) will be nine point sixty-nine (9.69) paid hours to be scheduled at ten (10) hours.
2. There shall be **twenty-four (24)** regular ten (10) hour shifts in each three (3) consecutive biweekly period, or a combination of ten (10) hour and regular shifts as defined in Article 10:01, during each three (3) consecutive biweekly pay periods that will equal the regular hours of the classification as defined in Article 10:01.
3. Each ten (10) hour shift shall be inclusive of two (2) rest periods as defined in Article 10:01 of this Agreement. Meal period(s) shall consist of thirty (30) minutes in total with nineteen point six (19.6) minutes unpaid and ten point four (10.4) minutes paid for each ten (10) hour shift.
4. Overtime shall be authorized time worked in excess of scheduled hours as defined in 1 and 2 above.
5. Shift premium, weekend premium and responsibility pay shall be paid in accordance with the Collective Agreement. When an employee works a ten (10) hour shift, evening and night premiums shall be paid on the basis of

hours worked. For the purpose of clarification, evening shift premiums shall be paid for any hours worked between 1600 hours - 2400 hours. Night shift premiums shall be paid for any hours worked between 2400 hours - 0800 hours. Rate paid will be in accordance with Article 14.

- 6. The paid vacation entitlement received under the ten (10) hour shift schedule pattern will correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 10:01) shift pattern.
- 7. An employee required to work on a general holiday shall be paid at the rate of one and one-half (1 1/2x) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 12: Overtime shall apply except for Article 12:01. Article 12:01 of the Collective Agreement is replaced by items 1, 2 and 3 above for the purposes of this memorandum.
- 8. Income protection shall be paid in accordance with the scheduled shift hours.
- 9. In the administration of the ten (10) hour shift memorandum, the provisions of Article 11:05(i) do not apply.
- 10. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.

Upon a minimum of sixty (60) days' notice, the Employer or the Union may discontinue the modified shift schedule.

Signed this 21st day of May, 2024.

Kerry Dboqo.
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 18

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Ten (10) Hour Shift (1950 Annual Hours)

The Employer and the Union mutually agree that the following conditions apply regarding the trial and implementation of a Ten (10) hour shift schedule.

A "10" hours shift for employees working 7.50 hours (1950 annual hours) will be 9.38 hours per day.

1. There must be mutual agreement between the Employer and the Union to implement and continue the "10" hour shift pattern, otherwise the provision of Hours of Work and Shift Schedules in the Collective Agreement or some other mutually agreeable variation of the Collective Agreement shall apply. Either party may terminate the terms of this MOA on at least sixty (60) days written notice.
2. Full-time hours of work shall provide twenty-four (24) shifts of "10" hours duration averaged over three (3) consecutive biweekly periods.
3. The shift schedule shall provide:
 - (a) A maximum of four (4) consecutive shifts of "10" hours
 - (b) At least two (2) consecutive days off at one time
 - (c) Alternate weekends off whenever possible or three (3) weekends off in each six (6) week period.

4. Each shift shall be inclusive of two (2) 15-minute rest periods and exclusive of one (1) meal period of thirty (30) minutes.
5. Overtime shall either be time worked in excess of the "10" hour shift or hours worked in excess of the normal full-time hours in the bi-weekly period.
6. **Vacation-Recognized Holidays-Income Protection**

With reference to the above benefits, the paid time off that is received under the "10" hour shift pattern is to correspond exactly in hours to the paid time off on a 7.5 hour shift pattern.

7. **Application of Article 18:05:**

An employee required to work on a Recognized Holiday shall be paid at a rate of one and one-half (1.50) times their basic pay for hours worked and, in addition, shall receive 7.5 hours off at their basic rate of pay.

An employee scheduled but not required to work on a Recognized Holiday shall choose one of the following options:

- (a) An employee shall receive 7.5 hours in holiday pay at their basic rate of pay and the remaining amount of time can be covered by other types of banked leave
- (b) An employee shall receive 7.5 hours in holiday pay at their basic rate of pay and the remaining amount of time can be taken as leave without pay with full accruals.

8. **Application of Article 18:08:**

Employees shall be allowed to bank up to four (4) alternate "10" hour days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer.

9. Bereavement

Subject to the provisions of the collective agreement, bereavement leave shall be paid for all hours scheduled.

Signed this 21st day of May, 2024.

Kerry Dloga
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 19

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Benefits and Pension for Former Civil Service Employees

The Employer and the Union agree that any employee who transferred employment from the Provincial Civil Service to the Regional Health Authority prior to June 23, 2000 and who currently participates in the Government of Manitoba Pension (Civil Services Superannuation) and Benefit Plans, will be **“grandparented”** to those plans for the duration of their employment. It is agreed that the provisions of Article 26 (Dental), (D&R) and (Pension) shall not apply to such employees, but that all newly employed bargaining unit members will participate in the HEPP and HEBP plans, in accordance with the terms of those plans.

Signed this 21st day of May, 2024.

Kerry Dbozo
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 20

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: French Language

The Employers within the Employers Organization (Employers) and the Manitoba Government and General Employees Union (MGEU) acknowledge Francophone Manitobans have a right to access health services delivered in French through the active offer of services as prescribed by provincial legislation;

The Employers and MGEU further acknowledge that the determination of the requirement for bilingualism (French and English) is a recognized management right and may be included as a bona-fide qualification for designated bilingual positions within a site /program to ensure compliance with the statutory authorities, and in particular with the Active Offer principle in The Francophone Community Enhancement and Support Act C.C.S.M. c. F157;

The Employers and MGEU recognize that the rights of all employees must be respected under the collective agreement, and that the Employer can, as an exercise of its management rights, include the qualification of bilingualism (ability to understand, speak, read and/or write proficiently in both French and English) as a job qualification for designated employee positions.

For operational purposes, at the discretion of an Employers, bilingual positions as designated by the Employer may be awarded to a unilingual

candidate subject to the requirement to attain linguistic competency in either French or English within a reasonable time period. In the event that there is no qualified bilingual applicant for the designated bilingual position, the Employer may fill positions as necessary to meet patient care needs.

The following Memorandum of Understanding particular to the French Language in the collective agreements in force and effect when The Health Sector Bargaining Review Act was proclaimed, remain in force and effect for the duration of the collective agreement.

In the event of a conflict between this MOU and an existing MOU, the existing MOU shall govern.

Signed this 21st day of May, 2024.

Kerry Duggan

On behalf of Southern Health Region
Employers Organization

Eric Jenner

On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 21

between

Southern Health Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

**Re: Grand-parented Addictions Foundation of Manitoba (AFM) Employees
Income Protection Benefits**

WHEREAS employees of the former Addictions Foundation of Manitoba (AFM) were covered by the AFM/MGEU Collective Agreement; and

WHEREAS subsequent to the transition of the former AFM to the Prairie Mountain Health Region, Interlake-Eastern Health Region, and Southern Health Region Employers Organizations, the above-mentioned employees are now represented by the MGEU Professional Technical Paramedical (PTP) bargaining units; and

WHEREAS it is acknowledged that income protection benefits under the former AFM/MGEU Collective Agreement differed from those under the MGEU PTP Collective Agreements.

NOW THEREFORE the parties agree that the below provisions shall apply only to present incumbents of the former AFM as at date of ratification:

- Employees accumulating sick leave at the rate of one (1) day per month shall accumulate income protection benefits in accordance with Article 16 of the MGEU PTP Collective Agreement.
- Employees accumulating sick leave at the rate of two (2) days per month shall continue to do so and sick leave shall not accumulate beyond two hundred eight (208) working days. Accumulation of

sick leave entitlement will be pro-rated for part-time employees. All other provisions related to income protection benefits shall be in accordance with Article 16 of the MGEU PTP Collective Agreement.

Notwithstanding the above, in the case of the alternate position being with the same Employer, or with another MGEU PTP Employer who is party to the “portability” provisions, any sick leave accrued will be maintained and income protection benefits on a go-forward basis shall be in accordance with Article 16 - Income Protection of the receiving Collective Agreement.

It is further agreed that if any grand-parented employees accumulating at the rate of two (2) days per month assume an alternate position, the entitlements under this Memorandum will cease from the date of hire into the alternate position.

Signed this 21st day of May, 2024.

Kerry Duggan

On behalf of Southern Health Region
Employers Organization

Eric Jenner

On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 22

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

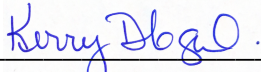
Professional/Technical/Paramedical

Re: Performance Record as per Article 27:05

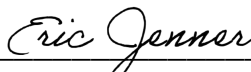
In recognition of the language in Article 27:05 specifically in regards to performance record, the parties agree that;

1. The Employer will review the affected employee's performance record within their personnel file;
2. Where there are performance concerns documented, only concerns of two (2) years or less, as of the date of the position deletion, shall be considered as relevant in determining an acceptable performance record.
3. Notwithstanding the above, previous performance concerns of two (2) years or more shall be considered if they are of a similar nature or issue and related to those as stated in #2 above.

Signed this 21st day of May, 2024.



On behalf of Southern Health Region
Employers Organization



On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 23

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Full-Time Incentive

1. The parties agree that a Full-Time Incentive shall be payable in a lump sum annually to employees employed in a full-time (1.0 EFT) position during the following qualifying periods:
 - April 1, 2023 – March 31, 2024
2. Upon confirmation of an employee's employment in a full-time position for the above qualifying periods, the employee shall be paid five-thousand dollars (\$5,000) on the first off-cycle pay period in May following each qualifying period. For clarity, eligibility depends on being employed in an eligible full-time position on March 31st in each qualifying year.
3. In the event that an employee secures a full-time position after April 1st in any of the above periods, the incentive payment will be pro-rated based on the number of hours the employee was employed full-time up to March 31st of the qualifying year.
4. Employees going on an approved leave of absence during the year, shall receive the pro-rated amount based on the number of hours the employee has worked full-time during the periods identified above.

5. Where an employee commences a full-time position after April 1st of the qualifying year as the case may be, the incentive will apply, on a pro-rated basis, only to the duration ending with the respective qualifying date (March 31, 2024; as the case may be) where the employee works a consecutive unbroken period which includes the qualifying date. A consecutive unbroken period refers to when an employee last commenced a full-time position. For clarity, when an employee converts from a full-time to part-time back to full-time status, no period of employment prior to the employee's current full-time position shall be included in the calculation of the incentive.
6. All statutory deductions will apply to the incentive payments. The incentive payments are deemed non-pensionable and are not subject to benefit deductions.
7. Where an employee moves directly from one qualifying position to another, within or between any Employer/Employers Organization in accordance with Article 9.13 of the Collective Agreement, or from an MAHCP Employer to an MGEU PTP Employer in accordance with MOA #29 Re: Provincial Multi-Union Professional Technical Paramedical Sector Mobility, the positions shall be considered as contiguous and continuous for the purposes of the determination of the incentive amount.

Signed this 21st day of May, 2024.

Kerry Dboz
 On behalf of Southern Health Region
 Employers Organization

Eric Jenner
 On behalf of Manitoba Government
 and General Employees' Union-

Memorandum of Agreement No. 24

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Recruitment and Retention Incentives

WHEREAS retention, recruitment and training of allied health individuals is a priority for the Parties;

AND WHEREAS the Parties recognize there are significant allied health retention and recruitment challenges and the Parties agree that ongoing, focused effort on retaining and attracting qualified individuals to the provincial health system is required;

THEREFORE the Parties agree as follows:

Effective the date of ratification

1. The Employer will provide ten thousand dollar (\$10,000) maximum over two (2) years for allied health individuals who accept a Full Time EFT. The incentive will be prorated for individuals who accept a minimum of 0.7 EFT (0.7 times the full amount provided for a 1.0 EFT). The incentive is payable in two (2) installments, with five thousand dollars (\$5,000) payable within six (6) months of start of employment and five thousand dollars (\$5,000) payable after the completion eighteen (18) months of service (pro-rated for those 0.7 EFT and above). A two (2) year Return of Service agreement (ROSA) is required and is subject to the conditions below.

A) Recruitment:

An employee who returns to employment from retirement or resignation (not currently holding a full or part-time position with any Employer with an Employer Organization within the Province of Manitoba) shall receive a ten thousand dollar (\$10,000) recruitment bonus if accepting full time employment for a period of two (2) years. In order to qualify, the individual must minimally accept and maintain a 0.7 EFT. Payments will be prorated based on EFT.

B) Retention:

An employee who is currently employed and eligible to retire as of July 1, 2023 or up to and including July 31, 2024, without early retirement penalty and submits a written request to the Employer regarding an additional two (2) year commitment shall receive the above recruitment incentive for a period of two (2) years. In order to be eligible for the retention incentive, the eligibility period commences from date of approval of the written request. Eligible employees must minimally maintain the EFT that was committed to at time of approval. Should an individual, currently employed and who holds an EFT lower than 0.7, or holds casual status, wish to commit to a position which is 0.7 EFT or above, and obtains such a position, they shall be entitled to receive the incentive provided they meet all other criteria as outlined in this section.

The parties agree the phrase “without early retirement penalty” is understood to mean there is no penalty or deduction applied to the employee’s pension entitlements, as described under the bylaws or requirements of the applicable pension plan, had the employee opted to retire between July 1, 2023 and July 31, 2024.

2. Where an employee qualifies for the Retention Incentive in paragraph B) above, notwithstanding the date of which the ROSA is signed by the parties, where an employee meets the conditions of eligibility for the incentive, the qualifying period shall be considered to commence as of the date the employee holds the qualifying position, but no earlier than July 1, 2023.
3. Where an employee transfers from one qualifying position to another, within any Employer, or within or between any Employer or Employers Organization within the Province of Manitoba the positions shall be considered as contiguous and continuous for the purpose of the determination of Incentive amounts(s).
4. Where an employee, occupying a position qualifying for the Recruitment and Retention Incentive is moved to a non-qualifying position as a result of an Employer imposed circumstance (program transfer, program closure, deletion of position etc.), the Employer shall endeavor to undertake all reasonable measures to provide the individual a similar position that requalifies the employee for the incentive to which they were previously entitled. Where the employee is not placed in a qualifying receiving position, the incentive for the former position will be provided to the employee, on a pro-rated basis, for the duration spent in the qualifying position.
5. All statutory deductions will apply to the incentive payments above. The incentive payments are deemed non-pensionable and are not subject to benefit deductions.

Signed this 21st day of May, 2024.

Kerry Doga
 On behalf of Southern Health Region
 Employers Organization

Eric Jenner
 On behalf of Manitoba Government
 and General Employees' Union-

Memorandum of Agreement No. 25

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Provincial Multi-Union Professional Technical Paramedical Sector Wage Standardization Fund

The Employers Organizations and the Union (“Parties”) recognize the importance of wage standardization for classifications performing primarily the same duties.

As such, the Parties agree to establish a multi-union joint committee consisting of equal representation from the Employers Organizations and the professional technical paramedical bargaining units not to exceed twelve (12) [six (6) representatives from the Employers Organizations and six (6) representatives from the multi-union professional technical paramedical bargaining units] committee members in total.

The Provincial Multi-Union Professional Technical Paramedical Sector Wage Standardization Committee will commence meeting within one hundred twenty (120) days of the ratification of all six (6) of the sector 2018-2024 collective agreements.

In order to address identified and agreed to inequities, a combined General Wage Standardization/Market Adjustment Fund (“Fund”) will be provided as outlined in accordance with MOU- #27 Re: Employer Statement of Intent – Market Adjustment and Wage Standardization – Monetary Proposal.

It is the goal of the standardization process to seek provincial wage standardization for classifications within the healthcare professional technical paramedical bargaining units.

Any wage standardization adjustments will be effective at mutually agreeable date(s) as decided by the joint committee, but no sooner than October 1, 2023.

1. It is recognized and agreed by the Parties that:

- (i) The joint committee shall establish and prioritize potential inequities which may exist for classifications represented by either or both bargaining agents.
- (ii) Where it is determined that the salary of an employee is higher than that of the established salary range, that employee will receive all economic wage increases until the mutually agreed-to implementation date for the standardized salary scale. Thereafter, further economic wage increases will not apply until that employee reaches the same level as the others on the standardized salary scale.
- (iii) Where the Parties are unable to agree upon allocation of any part of the Fund, the Parties will appoint an adjudicator to determine the issue. If the Parties are unable to agree upon an adjudicator, the Parties may submit a request to the Manitoba Labour Board. The adjudicator's ruling shall not exceed the financial capability of the Fund. The ruling of the adjudicator shall be final and binding on all Parties. Expenses and fees of the adjudicator shall be cost shared between the Parties. These costs will not be charged against the Fund.
- (iv) Should standardization be achieved before the Fund is fully expended, the Parties agree that the terms of the Memorandum of Understanding have been met.

2. Costs associated with the committee review will be borne as follows:

- (i) employees will not suffer a loss of pay or benefits as a result of joint committee participation;
- (ii) each party shall be responsible for its own incurred expenses.

Matters contained in this Memorandum of Understanding shall not be subject to the grievance and arbitration procedure.

Signed this 21st day of May, 2024.

Kerry Dbozo
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 26

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Provincial Multi-Union Professional Technical Paramedical Joint Market Adjustment Fund

The Employers Organizations and the Association (“Parties”) agree to establish a combined Wage Standardization/Market Adjustment Fund (“Fund”), the purpose of which shall be to determine what, if any, classifications warrant a market adjustment based on demonstrable recruitment/retention patterns or wage differentials. Market Adjustments are to apply to "designated" classifications only (not all classifications).

As such, the Parties agree to establish a joint multi-union committee consisting of equal representation from the Employers Organizations and the professional technical paramedical bargaining units not to exceed twelve (12) [six (6) representatives from the Employers Organizations and six (6) representatives from the multi-union professional technical paramedical bargaining units] committee members in total.

The Provincial Multi-Union Professional Technical Paramedical Sector Joint Market Adjustment Committee will commence meeting within one hundred twenty (120) days of the ratification of all six (6) of the sector 2018-2024 collective agreements. Additional representatives may be invited to attend as determined by the committee to provide necessary information.

Criteria: Any adjustment(s) shall be based on demonstrable "recruitment/retention" criteria, i.e.: adjustment(s) applicable to only those classifications for which it has been demonstrated that there have been "recruitment/retention" challenges; or wage discrepancy;

The Parties may also take into consideration relevant criteria including, but not limited to, the following:

- (i) Service delivery impacts;
- (ii) Vacancy rate analysis;
- (iii) Salary and market conditions.

Any adjustment(s) will be effective at a mutually agreeable date(s) as decided by the joint committee, but no sooner than October 1, 2023 (unless otherwise mutually agreed-to); and

It is recognized and agreed by the Parties that:

- (i) Where the Parties are unable to agree upon allocation of any part of the Fund, the Parties will appoint an adjudicator to determine the issue. If the Parties are unable to agree upon an adjudicator, the Parties may submit a request to the Manitoba Labour Board. The adjudicator's ruling shall not exceed the financial capability of the Fund. The ruling of the adjudicator shall be final and binding on all Parties. Expenses and fees of the adjudicator shall be cost shared between the Parties. These costs will not be charged against the Fund.
- (ii) Should the market adjustment rate be achieved before the fund is fully expended, the Parties agree that the terms of the memorandum have been met.

In order to address identified inequities, the Fund will be provided as outlined in accordance with MOU# 27 - Re: Employer Statement of Intent – Market Adjustment and Wage Standardization – Monetary Proposal.

Costs associated with this joint committee will be borne as follows:

- (i) Employees will not suffer a loss of pay or benefits as a result of participation on the joint committee (at the expense of the Employer).
- (ii) Each party shall be responsible for its own incurred expenses.

Matters contained in this Memorandum of Understanding shall not be subject to the grievance and arbitration procedure.

Signed this 21st day of May, 2024.

Kerry Duggan
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 27

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Employer Statement of Intent – Wage Standardization and Market Adjustment – Monetary Proposal

PHLRS has tabled the following proposed Memorandums of Understanding (MOUs) at the MGEU bargaining table which did not include the monetary proposal:

- **#ER-MOU- 24 – Provincial Multi-Union Professional Technical Paramedical Sector Wage Standardization Fund**
- **#ER-MOU- 25 – Provincial Multi-Union Professional Technical Paramedical Joint Market Adjustment Fund**

MGEU and PHLRS have agreed to refer the above, in addition to other matters, to a multi-union table which would include the Manitoba Association of Health Care Professionals (MAHCP) represented Employers Organizations. As collective bargaining for MAHCP is still ongoing, the PHLRS is not in a position to disclose the total combined monetary proposal for the Provincial Multi-Union Professional Technical Paramedical Sector Wage Standardization Fund and the Joint Market Adjustment Fund.

For the purposes of attempting to conclude collective bargaining with MGEU, PHLRS is prepared to confirm the guaranteed funding of \$4,000,000 on an annual basis, pro-rated for the 2023/24 fiscal year and allocated in accordance with the MOUs listed above.

The parties agree that the amount listed above for wage standardization and market adjustments is intended to be inclusive of wage standardization and market adjustment issues (unless otherwise negotiated) between all of the parties at the multi-union table including, but not limited to, inequities not previously addressed, the reconfiguration of the professional technical paramedical bargaining units, the slotting of classifications transitioned into an Employers Organization (e.g.: Addictions Foundation of Manitoba), market adjustments, salary scale adjustments within bargaining units etc.

Signed this 21st day of May, 2024.

Kerry Dlogo.
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union-

Memorandum of Agreement No. 28

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Standardization of Annual Hours of Work

WHEREAS it is understood that there are currently employees working multiple annual hour bases within and between Employers in the Interlake Eastern Health Region, Prairie Mountain Health Region and Southern Health Region Employers Organizations, including 1885, 1950, and 2015, the most common being 2015 annual hours;

AND WHEREAS, it is the goal of the annual hours standardization process to seek standardization between classifications within the healthcare Professional Technical Paramedical sector bargaining units.

AND WHEREAS, it is understood for consistency, equity, and the continuity of service delivery, employees within the same classifications, departments and/or Employers should work the same annual hour base for their classification.

NOW THEREFORE the parties agree as follows:

- 1. The PHLRS and Union will meet within one hundred and twenty (120) days of ratification to develop a process for the Employers and Unions to facilitate the movement of classifications to 2015 annual hours.**

2. Upon receipt of the process, the Employer and Union shall meet to review the appropriate classifications, existing schedules, including hours of work and applicable meal and rest periods.
3. Any adjustments to the annual hours of work will be effective at a mutually agreeable date (the “transition date”). All current provisions related to each occupied position will remain in effect until the transition date.

If the annual hours for a classification are increased (eg: from 1950 to 2015, the employee’s hourly rate will not change. By way of example:

			Start	Step 1	Step 2	Step 3	Step 4	Step 5
Speech Language Pathologist	1885	Hourly	\$38.477	\$40.093	\$43.180	\$44.831	\$46.630	\$48.444
Speech Language Pathologist	2015	Hourly	\$38.477	\$40.093	\$43.180	\$44.831	\$46.630	\$48.444

4. Upon the transition date, all reviewed classifications whose annual hour base is below 2015 hours, will convert to the 2015 annual hour base. Schedules shall be adjusted accordingly.
5. In order to minimize the impacts, any vacant positions in the identified classifications may be posted based on 2015 annual hours, prior to the transition date.
6. Matters contained in this Memorandum of Understanding shall not be subject to the grievance and arbitration procedure.
7. In the event the Parties are unable to achieve agreement regarding the above, the Employer shall have the final decision in accordance with Article 6 – Management Rights.

Signed this 21st day of May, 2024.

Kerry Dbozo
 On behalf of Southern Health Region
 Employers Organization

Eric Jenner
 On behalf of Manitoba Government
 and General Employees’ Union-

Memorandum of Agreement No. 29

between

Southern Health Region Employer Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

**Re: Provincial Multi-Union Professional Technical Paramedical Sector
Mobility**

The Parties have been engaged in collective bargaining for the professional technical paramedical sectors' collective agreements subsequent to the enactment of *The Health Sector Bargaining Unit Review Act (HSBURA)*;

The Parties recognize the importance of the retention of qualified employees working within the provincial healthcare system and the ability to retain accrued benefits across the system provincially.

The Parties agree the following will apply:

1. Unless specified otherwise within the provisions of the receiving collective agreement, where an MAHCP employee is the successful applicant to a position with an Employer in an Employers Organization represented by MGEU Professional Technical Paramedical, the employee will be entitled to the mobility of their accrued benefits as follows:

Mobility of Benefits

Employees shall be entitled to mobilize the following benefits:

- (a) Accumulated income protection benefits/sick leave credits.

- (b) Continuous service applicable to the rate at which vacation is earned.
- (c) Continuous service applicable to pre-retirement leave.
- (d) Continuous service for the purpose of qualifying to join benefit plans, e.g., two (2) year pension requirement.
- (e) Benefits - An incoming employee is subject to the terms and conditions of the receiving agreements benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
- (f) Hourly Rate of Pay:
 - (i) If range is identical, then placed step-on-step.
 - (ii) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's hourly rate of pay.

The above (i) and (ii) are subject to the provisions of the long service step.

- (g) Hours worked for the purpose of calculating the next increment.
- (h) Any vacation hours earned.
- (i) Where an employee transfers prior to the completion of maternity leave return of service requirements, the employee shall be allowed to complete the return of service requirements at the receiving Employer.

2. Employees shall not be entitled to mobilize the following:

- (a) Seniority Hours; or
- (b) Banked Overtime or General Holidays, these are to be paid out by sending Employer.

Signed this 21st day of May, 2024.

Kerry Duggan

On behalf of Southern Health Region
Employers Organization

Eric Jenner

On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 30

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Weekend Super Premium

WHEREAS the Parties recognize there are allied health retention and recruitment challenges;

AND WHEREAS the Parties agree that ongoing, focused effort on retaining and attracting qualified individuals to the provincial health system is required;

AND WHEREAS the Parties recognize that during the implementation of a focused retention and recruitment plan, it is imperative to ensure consistency in baseline staffing to maintain the quality provision of services for patients, residents and clients;

THEREFORE in an effort to fortify the baseline staffing compliment on weekends the Parties agree to the following:

1. For the purposes of this memorandum, the parties agree to modify the definition of weekend to include the Friday evening shift to be eligible for this additional premium.
2. A Weekend Super Premium of eight dollars (\$8.00) per hour shall be paid to an employee on all hours worked during any shift where the majority of hours on that shift fall between 1600 hours on the Friday and 2400 hours on the following Sunday.

3. For clarity, the Weekend Super Premium shall apply to all hours worked on a Friday where an evening premium is applied under the Article “Premiums (Article 14)” or the applicable MOA’s Re: “12 Hour Shift” and “10 Hour Shift” in the applicable Collective Agreement (will be paid on overtime hours worked).
4. The Weekend Super Premium would be paid in addition to the premiums under Article 14 where applicable.
5. This Weekend Super Premium memorandum will be effective from July 14, 2023 to the ratification of the new agreement.

Signed this 21st day of May, 2024.

Kerry Doga
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees’ Union

Memorandum of Agreement No. 31

between

Southern Health Region Employers Organization

and

Manitoba Government and General Employees' Union

Professional/Technical/Paramedical

Re: Recognition/Retention Bonus

The Parties recognize the need to retain qualified and skilled employees in challenging positions in order to support the delivery of effective patient/resident/client care.

In recognition of the need to retain these employees, a one-time "Retention Bonus" will be provided in the amount of one million dollars (\$1,000,000) and will be disbursed to provide for a one-time lump sum retention bonus to Professional/Technical/Paramedical positions.

MGEU shall be responsible for the identification of the positions and determination of any amounts allocated to employees, and shall notify the Employers of the same to process payment within the confines of the agreed to one million dollars (\$1,000,000).

Retention Bonus Payment

The Retention Bonus payment shall only apply to employees who were employed as of date of ratification.

Each employee within the MGEU identified positions will receive a one-time, non-recurring, lump sum retention bonus in the amount determined by MGEU. All statutory deductions will apply.

The retention bonus payment is deemed non-pensionable and is no subject to benefit deductions.

Employees within the identified positions, who are on a leave of absence shall receive the payment and will be required to report all earnings to any applicable third-party payer/insurer.

Payment of the one-time, non-recurring, lump sum retention bonus will be made by the Employers as soon as possible following Union notification.

Signed this 21st day of May, 2024.

Kerry D. G. O.
On behalf of Southern Health Region
Employers Organization

Eric Jenner
On behalf of Manitoba Government
and General Employees' Union