

COLLECTIVE AGREEMENT

-between-

**MANITOBA ASSOCIATION
OF
HEALTH CARE PROFESSIONALS**

-and-

COMMUNITY THERAPY SERVICES, INC.

For the Period April 1, 2009 to March 31, 2010

THIS COLLECTIVE AGREEMENT
BETWEEN
THE MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS
(Herein called the "Association")

-and-

COMMUNITY THERAPY SERVICES, INC.
(Herein called the "Employer")

WHEREAS the Association is the certified bargaining agent for certain specified employees of the Employer; and

WHEREAS the Association and the Employer desire to promote the morale, well-being and security of those employees; and to ensure the continued availability of quality health care services; and

WHEREAS the Association and the Employer have agreed to enter into a Collective Agreement containing terms and conditions of employment of those employees; including provisions as to rates of pay and hours of work;

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Association and the Employer agree with each other **AS FOLLOWS**:

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ARTICLE 1: SCOPE AND APPLICATION OF AGREEMENT

- 101 The Employer recognizes the Association as the sole bargaining agent for employees in the bargaining units defined in the Manitoba Labour Board Certificate MLB-4441 or subsequent amendments thereto.
- 102 If the Employer and the Association 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 a ruling.
- 103 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 Association agree to meet forthwith to negotiate the classification and salary schedule for that employee, for inclusion in this Agreement. If the Employer and the Association are unable to reach an agreement on the classification and/or salary schedule, then either or both of them may refer the matter for Arbitration as provided for in the Grievance Procedure.
- 104 No employee shall enter into any separate agreement which conflicts with the provisions hereof.

ARTICLE 2: DEFINITIONS

Wherever used in this Agreement, the following words shall have the meaning hereinafter set forth.

Where the context so requires, masculine and feminine terms or singular and plural terms shall be considered interchangeable:

- 201 APPROVED TRAINING means training as approved by the authorized parent society.
- 202 BASIC PAY, RATE or SALARY means the amount indicated in SCHEDULES "A" and "B" plus shift premiums for employees on permanent evenings and/or nights.
- 203 **COTM – College of Occupational Therapists of Manitoba**
CPM – College of Physiotherapists of Manitoba
BSc - Bachelor of Science
MSc – Master of Science
PhD – Doctorate
- 204 An employee means a person employed by the Employer in a position which is included in the bargaining unit.
- 205 Full-time Employee - means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 7 (Hours of Work and Shift Schedules). A full-time employee is covered by all provisions of this Agreement, unless otherwise specified.
- 206 Part-time Employee - means an employee who regularly works less than the hours of work as set out in Article 7 (Hours of Work and Shift Schedules) on a scheduled and recurring basis.
- 207 a) A Probationary Employee is one who was hired at level of **.6 EFT** or more and not completed three (3) months of continuous employment. Until such time as an employee has completed her probationary period, she may be subject to discharge without recourse to the grievance procedure. In the event that an employee is to be discharged during the probationary period, written notice shall be served to the employee and the Association. The probationary period of any given employee may be extended after consultation with the Association.
- b) A Probationary Employee is one who was hired at a level below **.6 EFT** and who has not completed 30 working days or 6 months of continuous employment. Until such time as an employee has completed her probationary period, she may be subject to discharge without

recourse to the grievance procedure. In the event that an employee is to be discharged during the probationary period, written notice shall be served to the employee and the Association. The probationary period of any given employee may be extended after consultation with the Association.

- 208 a) Temporary Employee - means an employee engaged for a fixed period of time or until completion of a particular project or special assignment. A temporary employee shall not be engaged for a period greater than **fifty-four (54) weeks**, unless mutually agreed by the Association and the Employer. (This provision shall not apply in situations where an employee is absent indefinitely due to illness, injury or W.C.B. claim. In these cases, the maximum duration of such leave and the maximum duration of the term of employment to replace that employee shall be twenty-four (24) months.) Such employee is covered by the terms of this Agreement.

For situations related to WCB and/or illness and/or accident **and/or Maternity/Parental Leave, Compassionate Care Leave**, or where there is a term vacancy due to leave for public office where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire upon the return of the current incumbent to his position, subject to a minimum of **forty-eight (48)** hours notice. Any term positions directly resulting from the above procedure will be posted in the same manner.

- b) A temporary employee hired to temporarily replace a permanent employee shall be entitled to exercise her seniority rights to obtain a vacant position for which she is qualified prior to the expiration of her term.
- c) A temporary employee may not be eligible for transfer during her probationary period.
- d) A temporary employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position in the bargaining unit if that position is within a different or specialized area.
- e) A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.
- f) A temporary employee who applies for or is awarded a posted position prior to the end of her period of temporary employment shall have her service connected for seniority purposes.
- g) A temporary employee shall not be terminated and re-hired for the purpose of extending the period of temporary employment in the same position without prior approval of the Association. Where a temporary employee completes her term of employment and is the successful applicant for a different consecutive term position, it shall not be deemed to be an extension of the original term position.
- 209 Casual Employee – means an employee who is called in to work occasionally or on an unscheduled day-to-day basis to replace or supplement regular staff. The terms of this agreement shall not apply to the casual employee except as provided for below:
- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
- b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
- c) Casual employees shall be entitled to shift premium as outlined in Article 10 (Shift Premium and Weekend Premium).
- d) Casual employees required to work on a recognized holiday, including Remembrance Day, shall be paid at the rate of time and one half (1.5X) their basic rate of pay.
- e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 8(Overtime).

- f) Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article respecting meal periods and rest periods shall apply to casual employees. In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.
- g) The Employer agrees to deduct Association dues from casual employees in accordance with Article 18 (Association Security).
- h) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at her basic rate of pay.
- i) Casual employees placed on Standby shall be entitled to compensation in accordance with Article 9 (Standby and Callbacks).
- j) Articles 19 and 20, (Grievance and Arbitration) contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.
- k) Casual employees shall be entitled to retroactive salary increases on the same basis as full time and part time employees.
- l) Effective July 17, 2000, casual employees shall accrue seniority for hours worked only 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 in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.
- m) Casual employees shall receive increments on the basis of one (1) increment upon completion of the full-time equivalent hours, in accordance with Article 701. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.

210 For identification purposes, shifts will be named as follows:

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

211 Weekend means the period of approximately forty-eight (48) hours which commences at or about 0001 hours on Saturday and ends at or about 2400 hours on Sunday.

212 **Bi-weekly period means two (2) consecutive weeks constituting the regular pay period.**

ARTICLE 3: OCCUPATIONAL CLASSIFICATIONS

301 The brief descriptions listed in Appendix "A" are intended to illustrate the general terms under which positions are classified in this Agreement. 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.

302 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 Association and affected employees. Written notice of objection must be given to the Employer by the Association within thirty (30) 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 Association objects to the wage rate for a new or altered classification established by the Employer, negotiations or the Arbitration Procedure set out in Article 20 must be utilized to resolve the difference within sixty (60) calendar days following the Employer notifying the Association 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 her job content since she was last classified, she shall be entitled to request a review of her classification.
 - e) The Employer will examine the duties of the employee, compare them with 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, she may treat this request for change in classification as a grievance as defined in Article 19.
 - 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** change in job content.
- 303 When the Employer is making changes to any position description it will provide the Association with notice of the changes no less than 30 days prior to the implementation date. The Employer agrees to meet with the affected Employees and the Association to discuss the changes.

ARTICLE 4: MANAGEMENT RIGHTS

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

ARTICLE 5: SALARIES

- 501 Salaries shall be paid to each employee in accordance with Schedules "A", "B" and "D" which are attached to and form part of this Agreement.
- 502 In implementing this Agreement, each employee shall be placed not lower than the same increment level and in the same classification to which she was entitled under the previous Agreement.
- 503 An employee's anniversary date shall be the anniversary of the date on which she commenced employment with the Employer or the anniversary date of any subsequent promotion.
- 504 Increments shall be paid effective from the actual anniversary date.
- 505 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:

	1	2	3	4
	Yr.	Yr.	Yr.	Yr.
1 year in previous 3 years	XX			
2 years in previous 4 years		XX		
3 years in previous 5 years			XX	
4 years in previous 5 years				XX

- 506 Salaries shall be quoted in terms of gross hourly rates and equivalent gross annual rates.
- 507 Equivalent gross annual rates shall be calculated as follows:
Annual rates = hourly rates x 1950
- 508 An employee shall be entitled to payment of all wages, vacation pay and other benefits within five (5) working days after termination **or death**.
- 509 **Where applicable, employees who are eligible for registration shall be paid at the start rate shown in Schedule "A" until the anniversary date immediately following registration.**

ARTICLE 6: SENIORITY, PROMOTIONS AND TRANSFERS

- 601 Seniority shall be defined as the total accumulated regular hours paid from the last date the employee entered the bargaining unit. Seniority accumulated prior to the date of signing of this Agreement shall be retained.
- 602 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 for up to two (2) years
 - 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) **she** is on any period of Maternal **and/or** Parenting Leave
 - g) any period of approved unpaid leave of absence for Association purposes of up to one (1) year
 - h) **any period of unpaid leave of absence due to injury or illness which may be compensable by 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.**
- 603 Seniority will be retained but will not continue to accrue during:
- a) unpaid leave of absence of more than four (4) weeks
 - b) absence on Workers' Compensation benefits for more than two (2) years
 - c) educational leave in excess of two (2) years
 - d) layoff more than twenty-six (26) weeks and not more than five (5) years.
- 604 Seniority will terminate if an employee:
- a) resigns or retires
 - b) is discharged and is not re-instated
 - c) is laid off for more than five (5) years
 - d) **is** promoted or transferred to a permanent position outside of the bargaining unit and completes the trial period.
- 605 Promotion means a change of employment from one classification to another classification with a higher maximum rate of pay within the bargaining unit.
- 606 a) Upon promotion, an employee shall receive a salary within the salary range applicable to her new classification, which provides an increase of at least 5% above her former salary.
- b) An employee's anniversary date for the purpose of annual increment shall not be changed as a result of a promotion.

- 607 All vacancies which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state the classification, job title, required qualifications, site(s)/work location(s), current or anticipated shift and hours of work, and wage rate. A copy of the posting shall be sent to the Association office within the posting period. Job descriptions shall be available to applicants upon request.
- 608 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. Selection criteria shall be available to applicants on request.
- 609 In a selection process where there are external applicants and the selection criteria are relatively equal amongst applicants, preference shall be given to employees presently in the employ of the Employer who have submitted a written application for the vacant, term or new position.
- 610 An employee who applies for a posted vacancy and **who is unsuccessful shall be, upon written request, given the reasons in writing as soon as reasonably possible.**
- 611 All promotions and voluntary transfers are subject to a three (3) month trial period, which may be extended up to an additional three (3) months if the Employer so requests and the Association agrees.
- 612 During the trial period, if the employee proves to be unsatisfactory in the new position, or if she wishes to revert voluntarily, she shall be returned to her former position if reasonably possible. All other employees so affected shall be returned to their former positions if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status.
- 613 An employee, other than a temporary employee, who accepts a term position will be returned to her former position at the completion of the term position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status.
- 614 **The Employer and the Association are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Association.**
- Where a need has been identified, the parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful and reasonable to the point of undue hardship.**
- Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Association and the Employer, be waived.**
- 615 Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent change and a copy will be placed in the employee's personnel file.
- 616 **When a therapist is hired to work within a particular region or regions her caseload will be assigned within that region or regions. In the event that the employee wishes to move her residence to another region she may choose to apply to any available vacancy in the new region. If a vacancy is not available she may request that she retain her current position and caseload, however the Employer reserves the right to determine if this is possible and what travel arrangements may apply. The terms of this agreement pertaining to travel may not apply. Should the employee not agree to these arrangements her move will be considered a termination.**

An employee may apply for a transfer to a position in a region other than the one(s) in which she is currently working provided she is prepared to meet all position requirements, including residency requirements. If an employee does not meet the residency requirements as set out in the position posting she may nonetheless apply, however the terms of the agreement pertaining to travel may be negotiated with the applicant. In the event that a satisfactory travel arrangement cannot be achieved then the employer reserves the right to deny the transfer request.

The Employer may not expect an employee to relocate her residence to another community unless: a) this is an expectation laid out when the employee is first hired; or b) there is mutual agreement between the Employer and the Association to do so.

ARTICLE 7: HOURS OF WORK AND SHIFT SCHEDULES

- 701 Regular hours of work shall consist of:
- a) Seven and one-half (7 ½) hours per day except as modified below. In addition, regular hours of work shall consist of those budgeted weekly hours of work as allocated by the Employer with the proviso that therapists may arrange their hours of work in a manner that:
 - i) is approved by the Employer;
 - ii) does not conflict with assigned caseload requirement, and;
 - iii) does not result in overtime to the Employer.
 - b) Seventy-five (75) hours per biweekly pay period excluding meal periods but including rest periods.
- 702 A thirty (30) minute meal period shall be allocated by the Employer for each employee during each work day.
- Two (2) fifteen (15) minute rest periods shall be allocated by the Employer for each employee during each work day.
- 703 Shift schedules governing a period of two (2) weeks or more shall be posted not less than one month before the first day of the schedule.
- 704 Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible.
- 705 Any exchange in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.
- 706 Each employee shall be entitled to accumulate up to a maximum of 37.5 budgeted hours for holidays, overtime, or other premium hours to be taken as mutually convenient and in conjunction with scheduled days off, if requested. The employee shall provide the supervisor with at least one week prior notice when requesting this time.
- 707 Where an employee is required to attend a staff meeting on a scheduled day of rest, she shall be compensated in accordance with the term of this agreement.
- 708 If mutually agreed upon and if operating requirements permit, an employee may modify her hours of work on a regular or temporary basis. Such modified hours shall not entail overtime costs to the Employer, nor shall the employee work less than her required hours within two (2) biweekly pay periods.
- 709 Unless given seven (7) days prior notice, an employee whose shift is changed shall be paid at overtime rates for the first shift worked which varies from the posted schedule.

- 710 If the Employer considers implementing a significant change to the normal work day, start and finish times, normal shift of work, normal work week, or normal rotation of shifts the Employer will attempt to obtain the agreement of a majority of affected employees at a meeting held to discuss and consider such changes. A properly designated representative of the Association shall be given seven days notice for an opportunity to attend this meeting and to express the Association's opinion in regard to any proposal of the Employer and to submit any alternate proposals for consideration. Failing implementation of the alternate proposals, a written explanation shall be sent to the Association. If after due consideration the Employer still plans to implement the change, the affected employees will be given at least sixty (60) days notice. Notice time may be adjusted by mutual agreement between the Association and the Employer.
- 711 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.
- 712 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 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.
- 713 Self-Scheduling and/or Flex-Time Provisions. This Article shall not preclude the implementation of self-scheduling and/or flex-time by mutual agreement between the Association and the Employer. Any such agreement shall take the form of an addendum attached to and forming part of this agreement. The parties agree that past practice, effective August 21st, 2003 shall be deemed to have reached mutual agreement in this regard.

ARTICLE 8: OVERTIME

- 801 Overtime shall mean any authorized time worked in excess of regular hours established under Article 7.
- 802 The Employer shall designate the manner in which overtime is to be authorized.
- 803 An employee shall not be required to alter her scheduled hours of work to offset any overtime worked.
- 804 Overtime rates shall be:
- a) one and one-half (1 1/2) times the basic rate except as follows:
 - b) two (2) times the basic rate for all time in excess of three (3) hours in any one (1) day
 - c) two (2) times the basic rate for the second of two (2) consecutive shifts
 - d) two and one-half (2 1/2) times the basic rate on a general holiday.
- 805 If mutually agreed upon, an employee may be granted compensatory time off equivalent to and in lieu of the overtime payment to which she would otherwise be entitled.
- 806 An employee performing authorized overtime for a period in excess of three (3) hours shall be granted four dollars and fifty cents (\$4.50) for a meal and a further four dollars and fifty cents (\$4.50) for each subsequent three (3) hour overtime period.
- 807 For purposes of determining overtime entitlement, all paid leave shall be considered as hours worked.
- 809 No employee shall be required to work overtime against his wishes.
- 810 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.

811 **Overtime worked as a result of the changeover from Daylight Saving Time to Central Standard Time shall be deemed to be authorized overtime.**

ARTICLE 9: STANDBY, CALLBACKS AND TRAVEL ALLOWANCE

901 Standby is that time duly authorized by the Employer during which an employee is required to be available to return to work without undue delay.

902 An employee designated by the Employer to be on standby shall be paid an allowance of two (2) hour's basic pay for each on call shift.

903 For actual hours worked on Saturday and Sunday – paid at applicable overtime rates and applicable week-end and evening premiums.

For actual hours worked on statutory holidays – paid at applicable overtime rates.

Minimum call up – three hours per shift (when called to work the therapist will be paid for a minimum of three hours at overtime rates).

904 A) Travel allowance when called into work – as per current rate/policy plus \$4.00 per shift.

B) An employee who is required by the Employer to use a personal motor vehicle as a condition of employment will be compensated as follows:

a) The Employer shall reimburse the employee for all business-related parking costs, including metered lots.

b) Effective ratification, an employee other than an employee who is required by the Employer to use a personal motor vehicle as a condition of employment, who is required to return to work on a callback or otherwise travel locally on behalf of the Employer shall be reimbursed for return taxi fare, or paid as per current rate per km for use of a personal motor vehicle, subject to a minimum mileage payment of \$4.00 return.

c) Employees are expected to travel to and from work each day on their own time and at their own expense. Travelling to/from work is defined as:

- Home to/from a facility where the employee provides regular service.
- Home to/from the Agency offices in Winnipeg or other worksites.
- Home to/from a home care visit.

Effective ratification, any travel time to and from work each day which exceeds fifteen (15) minutes shall be on work time. Any travel mileage while travelling to and from work each day in excess of fifteen (15) kilometres as per (b) above. Any other travel incurred during the workday shall be reimbursed as per (b) above. The rate of reimbursement is tied to the Provincial mileage rate which was **\$0.40/km** at ratification. The rate will increase with Provincial increases.

An employee required to travel overnight on behalf of the Employer shall be reimbursed for accommodation expenses while on “travel status”, and be paid the following per diem allowance for meals:

	Breakfast	Lunch	Dinner	Per Diem
South of 53 rd	\$6.85	\$8.85	\$15.70	\$31.40
North of 53 rd	\$7.35	\$9.35	\$16.90	\$33.60

Receipts are required for overnight accommodation. When an employee is required to travel outside her regular caseload area and where no overnight accommodation is required, an employee may claim for the appropriate individual meal allowance only.

ARTICLE 10: SHIFT PREMIUM AND WEEKEND PREMIUM

1001 a) An employee scheduled and required to work any hours between 1800 hours and the next succeeding 2400 hours, as part of her regular shift, shall be paid an evening shift premium of one dollar (\$1.00) per hour for that entire shift.

- b) An employee scheduled and required to work any hours between 2400 hours and 0600 hours, as part of her regular shift, shall be paid a night shift premium of one dollar and seventy five cents (\$1.75) per hour for that entire shift.
- c) Notwithstanding the above, where a shift includes hours within both the evening and night shifts, shift premiums shall be paid on the basis of hours worked within that shift.
- d) Notwithstanding the above, where an employee works a “modified” (12-hour) shift, evening and night premiums shall be paid in accordance with the hours within the shifts as defined in Article 211.

1002 A weekend premium of **one dollar and thirty-five cents (\$1.35)** 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.

ARTICLE 11: ANNUAL VACATION

1101 **Annual vacations shall be earned during the period between May 1st and April 30th.**

1102 The current year’s vacation entitlement may be taken at any time between May 1st and April 30th. Vacation entitlements may be carried over to the following year with the approval of the Employer.

1103 Terminal vacation pay shall be calculated in accordance with 1104 and shall be based on the employee’s rate of pay on the date of termination.

1104 Employees who have completed appropriate service requirements (seniority) as of April 30th shall be granted annual vacation as follows:

- o Fifteen (15) working days per year commencing in first (1st) year of employment
- o Twenty (20) working days per year commencing in fourth (4th) year of employment
- o Twenty-five (25) working days per year commencing in eleventh (11th) year of employment
- o Thirty (30) working days per year commencing in twenty-first (21st) year of employment.

For employees who live in communities north of the 53rd parallel and who have completed appropriate service requirements (seniority) as of April 30th shall be granted annual vacation as follows:

- o Twenty (20) working days per year commencing in first (1st) year of employment
- o Twenty-five (25) working days per year commencing in fourth (4th) year of employment
- o Thirty (30) working days per year commencing in eleventh (11th) year of employment
- o Thirty-five (35) working days per year commencing in twenty-first (21st) year of employment

1105 One additional week’s vacation will be granted to an employee only in the calendar year of her twentieth (20th) anniversary of employment.

1106 An employee who has not completed one (1) year’s continuous employment as at April 30th shall be granted a pro-rata vacation.

1107 The Employer shall post vacation entitlements not later than March 1st each year, and allow employees to express their preference before April 1st.

- 1108 The Employer will post an approved vacation schedule not later than April 30th, having considered operational requirements, and the seniority, circumstances, and preferences of each employee.
- Approved vacations will not be re-scheduled except on application by the employee and insofar as such change does not affect departmental operations or disrupt any other employee's scheduled vacation.
- 1109 Annual vacation will not be reduced as a result of a paid leave of absence, or unpaid leave of absence of four (4) weeks or less.
- 1110 Employees on Workers' Compensation will continue to accrue paid vacation for a period of one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury or illness.

ARTICLE 12: INCOME PROTECTION

- 1201 An employee who is absent due to illness or injury which is not eligible for compensation by either the Workers' Compensation Board subject to 1215A or by Manitoba Public Insurance (MPI) as a result of a motor vehicle accident subject to 1215B, shall be paid her regular basic salary to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by Manitoba Public Insurance.
- 1202 A full-time employee shall accumulate income protection credits at the rate of one and one-quarter 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 1205. 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 (80) percent of the balance will be reserved for the employee's personal use.
 - Twenty (20) percent of the balance will be reserved for either the employee's personal use or for use in the event of family leave in accordance with 1205.
- 1203 The Employer agrees to recognize income protection credits accumulated prior to the signing of this Agreement.
- 1204 Income protection will continue to accrue during a paid leave of absence, or an 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.
- 1205 Subject to the provisions of Article 1202, an employee may use income protection for the purpose of providing care in the event of an illness of a spouse, **child, parent, mother-in-law, or father-in-law.**
- 1206 An employee who will be absent due to illness or injury must inform the agency office as soon as possible and indicate whether or not clients or affected health care facilities should be informed. The agency shall provide each therapist with a written policy outlining how the agency office is to be notified.
- 1207 The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform her normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than three (3) days.

- 1208 Upon sufficient notification to the Employer and providing such time off does not unduly disrupt the departmental operations, employees shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, occupational therapist or any other recognized medical therapist. An employee may not utilize income protection time in a manner that increases their worked hours beyond their regularly scheduled work hours.
- 1209 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 requested.
- 1210 The Employer will provide each employee with a statement of accumulated income protection credits upon request.
- 1211 Part time employees shall accumulate income protection credits on a pro rata basis.
- 1212 A) An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.

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 Workers' Compensation Board (W.C.B.). Workers' Compensation payment will be paid directly to the employee by the W.C.B.

The employee may elect to submit an application to the Employer requesting that the Employer supplement the award made by the Workers' Compensation Board for the loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.

If, at any time, it is decided by the Workers' Compensation Board that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Workers' Compensation Board, then such payment shall not be payable.

- B) (i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to Manitoba Public Insurance. Failure to do so shall disentitle her from income protection benefits. It is expressly understood that an employee may not receive compensation from both Income Protection and from MPI.
- (ii) Subject to B(i), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions.
- (iii) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 2 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan Contributions and E.I. contributions.
- (iv) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed the lesser of:
- (a) the total net income protection which would otherwise be claimed by the employee in the one hundred and nineteen (119) calendar day elimination period, or,
 - (b) seventy percent (70%) of the value of the employee's accumulated income protection credits.

- (v) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.
 - (vi) In the event that MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
 - (vii) 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.
- C) (i) Subject to “B”, an employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the MPI payments.
- (ii) 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 Article 202 of the Collective Agreement (exclusive of overtime), less the employee’s usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
- (iii) The Employer’s supplement shall be charged to the employee’s accumulated income protection credits and such supplement shall be paid until the employee’s accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.
- (iv) If at any time it is decided by Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by Manitoba Public Insurance, then such payment shall not be payable.
- (v) An employee who is in receipt of MPI benefits shall continue to accrue seniority, income protection and vacation to the extent that they have accrued income protection credits or for one hundred and nineteen (119) days whichever is less.

1213 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of **one (1) year**.

1214 It is understood that the elimination period for the **Disability & Rehabilitation** Plan is one hundred and nineteen (119) days. An employee may claim income protection benefits for a period of time not to exceed this elimination period providing they have sufficient income protection credits.

1215 An employee, other than a probationary employee, shall be entitled to utilize up to five (5) days income protection credits before they are earned. The Employer will recover from a terminating employee all paid sick leave granted but not earned.

ARTICLE 13: BEREAVEMENT LEAVE

1301 An employee who is, or will be absent on bereavement/compassionate leave shall notify her supervisor at the earliest possible opportunity.

1302 An employee shall be granted up to five (5) working days compassionate leave in the event of the death of a parent, spouse, child, sibling, common-law spouse, child of a common-law spouse, or fiancé(e).
An employee shall be granted up to three (3) working days compassionate leave in the event of the death of another immediate relative, including in-laws, grandparents, grandchildren, aunts, uncles, parents of a common-law spouse.

- 1303 Additional **bereavement** leave may be granted where travel is required, or in exceptional circumstances.
- 1304 Necessary time off up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer or mourner.
- 1305 **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 14: GENERAL HOLIDAYS

- 1401 a) A day off with pay shall be granted to every full time employee on or for each of the following general holidays:
- | | |
|-----------------------|----------------------|
| New Year's Day | August Civic Holiday |
| Louis Riel Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- and any other holiday declared by the Federal, Provincial or Local Government Authority.
- b) Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation or banked time, or a combination thereof, to a maximum of three (3) days, 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.
- 1402 An employee scheduled and required to work on any General Holiday shall be paid one and one-half (1 1/2X) times her basic rate for regular daily hours. In addition a full time employee shall be granted a compensating paid day of rest within thirty (30) days before or after the holiday. If a compensating day is offered to, but by mutual agreement, not taken by an employee, then that employee shall receive an additional day's pay at the basic rate in lieu thereof.
- 1403 Employees shall be allowed to bank up to five (5) alternative 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.
- 1404 The Employer will ensure that all employees receive at least two (2) General Holidays, in addition to Christmas Day or New Year's Day, on the days on which they actually occur.
- 1405 A General Holiday which occurs while an employee is receiving income protection benefits will be paid as a holiday, and not deducted from accumulated credits.
- 1406 An employee required by the Employer to work on either Christmas Day or New Years Day shall receive no less than three (3) consecutive days off incorporating the other of those holidays.

ARTICLE 15: RESPONSIBILITY PAY

- 1501 **An employee who is appointed to a senior position for a period of one (1) shift or more shall be paid a rate in the higher salary range which is at least five percent (5%) higher than the regular basic salary to which she would otherwise be entitled.**
- 1502 Temporary relief duty shall not normally exceed six (6) consecutive weeks, however, such temporary relief duty may be extended by mutual agreement between the Employer and the Association. Any anticipated vacancy in excess of six (6) weeks or in excess of the mutually agreed upon time shall be posted as a term position.

ARTICLE 16: LEAVE OF ABSENCE

- 1601 Except in emergencies, all requests for unpaid leave of absence shall be made in writing, stating the reasons and the expected duration of the leave, and submitted to the Employer at least four (4) weeks in advance. Such requests will be considered on their individual merits, but shall not be unreasonably denied.
- 1602 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.
- 1603 a) An employee required to appear for jury duty or subpoenaed as a witness in a court of law, shall receive a leave of absence at her regular basic rate of pay, and remit to the Employer any jury or witness fees received only for those days she was normally scheduled to work. The employee shall not be required to remit any reimbursement of expenses for such duty.
- b) **All time spent subpoenaed as a witness on a work-related matter shall be considered time worked and overtime rates shall apply as per Article 8.**
- 1604 a) Subject to operational requirements, the Employer shall attempt to provide thirty-seven and one-half (37 ½) hours of in-service education each year, for each full-time employee during regular working hours. The above is implemented on a pro-rata basis for part-time employees.
- b) The Employer shall reimburse each employee, in accordance with Employer policy, for registration costs, tuition fees or expenses arising out of work-related activities described above.
- c) If the Employer requires attendance at any meeting, conference, workshop, seminar, course or program, the employee shall be granted necessary paid leave of absence and reimbursed for all reasonable expenses related to thereto.
- 1605 An employee shall be entitled to necessary time off to attend Citizenship Court to become a Canadian Citizen.
- 1606 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 federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay for the term of her office.
- 1607 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.
- 1608 Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.
- 1609 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.
- 1610 A therapist returning from an L.O.A. shall be entitled to return to her former classification and geographical location. Where reasonably possible, the therapist shall also be permitted to return to her former position or case load mix.
- 1611 Consistent with the operational needs of the Department, every effort will be made to accommodate reasonable requests for part time leave of absence. A part-time leave shall mean a leave of absence which is granted to an employee which results in her being absent from work for a portion of her normal schedule, on a regular recurring basis over a defined period of time.
- 1612 **The Employer may grant military leave to an employee to fulfill her obligations in the Reserves, subject to the provisions of Article 1601 and 1602.**
- 1613 **Compassionate Care Leave**
An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

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

The employee must give the employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this Article shall be defined as:
 - (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 her/his compassionate leave earlier than eight 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 subject to forty-eight (48) hours notice of cancellation.
- (g) Seniority shall accrue as per Article 603 a).
- (h) Subject to the provisions of Article 1202 the employee may apply to utilize income protection credits to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 1302.

ARTICLE 17: PARENTAL LEAVE

1701 Parenting Leave
 Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoptive Leave.

1702 Maternity Leave
 (01) An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan "A" or Plan "B" but not both.

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

Plan "A":

In order to qualify for Plan A, 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 A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and,
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

- (02) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 1702(01) (c), or
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 1702(01) (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 or recommendation by the Department Head.
- (03) (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period. These ten (10) days shall be pro-rated for part-time employees based on their equivalent to full-time status.
- (b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow reaccumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

Plan B:

- (04) In order to qualify for Plan B, a pregnant employee must:
 - (a) have completed six (6) continuous months of employment with the Employer;
 - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the CEIC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
- (05) An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she 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) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and
 - (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (06) An employee who qualifies is entitled to a maternity leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 1702(04)(c); or

- (b) A period of seventeen weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 1702(04)(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 or recommendation by the Department Head.
- (07) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
- (a) for the first two (2) weeks an employee shall receive 93% of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and 93% of her weekly rate of pay;
 - (c) it is understood that the amount of the payment made by the Employer under a) and b) above shall not, when combined with the EI benefit, and any other earnings received by the employee, exceed 93% of the employee's normal weekly earnings;
 - (d) all other time as may be provided under 1702(06) shall be on a leave without pay basis.
- (08) Plan B does not apply to temporary employees or employees who normally are subject to seasonal lay-off.
- (09) 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.
- (10) Sections 36(1) through 36(11) inclusive of the Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

Parental Leave

- (11) In order to qualify for Parental Leave, an employee must:
- (a) be the natural mother of a child; or
 - (b) be the natural father of a child or must assume actual care and custody of his newborn child; or
 - (c) adopt a child under the law of the province.
- (12) An employee who qualifies under 1702(11) must:
- (a) have completed six (6) continuous months of employment; and
 - (b) Except in the case of Adoption Leave, in accordance with 1702(11)(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 1702(11)(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.
- (13) An employee who qualifies in accordance with 1702(11) and 1702(12) is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave exceeding fifty-four (54) consecutive weeks.

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

- (14) Subject to 1702(15), Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
- (15) 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.
- 1704 Paternity Leave - a male employee shall be entitled to three (3) day's leave of absence with pay within seven (7) days of the birth or adoption of his child.
- 1705 An employee may end maternity or parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks before the day the employee wants to end the leave.

ARTICLE 18: ASSOCIATION SECURITY

- 1801 A copy of this Collective Agreement shall be provided by the Association to each employee bound by the Agreement. The cost of printing shall be shared equally by the Employer and the Association. The Association will provide sufficient copies for Employer administration needs.
- 1802 All employees who are Association members in good standing or who may subsequently become Association members in good standing, shall as a condition of employment maintain Association membership during the life of this Agreement. All employees who are not Association members shall not be required to become members as a condition of employment. All new employees hired shall as a condition of employment, become Association members within ninety (90) days from the date of employment and shall as a condition of employment, remain Association members in good standing during the life of this Agreement. During the thirty (30) day interval immediately preceding the renewal date of this Agreement, any member may make application to the Association requesting termination of her membership.
- 1803 a) When participating with other Employers to conduct joint negotiations one employee will be entitled to leave of absence without loss of regular pay or benefits to participate in the negotiations.
- b) When meeting with the Employer to conduct local negotiations up to two employees shall be entitled to leave of absence without loss of regular pay or benefits to participate in the negotiations.
- c) In the event that any Employer and the Association agree that negotiations shall be conducted on a local basis, the maximum number of employees entitled to leave in accordance with Article 1803 (a) above, shall be reduced by the number of representatives listed in Article 1803 (b) above.
- d) Prior to the commencement of negotiations, the Association shall supply the Employer(s) with a list of employee representatives for negotiations.
- e) Subject to the mutual agreement of the parties, the total number of employees referred to above may be altered, provided any additional employees are on wage recovery. In such cases, the Association shall reimburse the Employer for salary, benefits and Manitoba Government Payroll Tax.
- 1804 Representatives of the Association 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 Employer.
- 1805 The Employer agrees to deduct the current Association dues from the pay of each employee in the bargaining unit.

- 1806 The Employer agrees to deduct once annually the amount of any special general assessment made by the Association.
- 1807 **Such dues shall be forwarded by the Employer to the Association within thirty (30) days after the end of each month, together with a list of all employees from whom the deductions were made and details of all changes from the proceeding month's deduction listing. If available, appropriate electronic copies of said information shall also be sent to the Association office. The Employer may, at its discretion, choose to remit dues to the Association via an electronic funds transfer method.**
- 1808 The Association shall hold the Employer harmless with respect to all **dues** so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.
- 1809 The Association shall notify the Employer in writing as to the amount(s) of **current Association dues, and such dues shall not be changed without one (1) month's prior notice, and not more than twice in any calendar year.**
- 1810 The Association agrees to provide the Employer with a current list of officers and authorized representatives once annually.
- 1811 The Employer agrees to provide bulletin board space for use by the Association in each department where members of the bargaining unit are employed. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Association agrees to comply with this request.
- 1812 The Employer shall record on the statement of earnings (T4) of each employee the amount of dues deducted from her pay and remitted to the Association.
- 1813 **A representative of the Association will be granted up to thirty (30) minutes to familiarize a new employee with the Association and this Agreement. A representative of Management may choose to be present during such time.**
- 1814 Association Leave:
- a) Subject to at least two (2) or more weeks written notice of request, and no additional cost to the Employer, leave of absence without loss of salary or benefits shall be granted to association representatives for the purpose of attendance at Association meetings or seminars. It is understood that the Association will reimburse the Employer for salary, benefits and Manitoba Government payroll tax, if applicable.
 - b) Subject to four (4) weeks written notice of request, an employee elected or selected to a full-time position with the Association shall be granted an unpaid leave of absence for a period of up to one (1) year. Such leave shall be renewed each year, on request during her term of office, to a maximum of four (4) years.
 - c) **Applicable to the MAHCP President position only:
Subject to four (4) weeks written notice of request, an employee elected or selected to the MAHCP President position shall be granted an unpaid leave of absence for a period of up to two (2) years.**
- 1815 Once annually, the Employer is to provide the Association with a seniority list within thirty (30) days of the request, including the following information about employees in the bargaining unit: name, *home address, classification, employment status (i.e. full time, part time, or casual), salary rate, date of employment and anniversary date. 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. The Association will have forty-five (45) days in which to bring any alleged error to the attention of the Employer. The Employer will correct any errors so found. **Electronic copies shall also be sent to Association office.**

* See Letter of Understanding Re: Privacy.

ARTICLE 19: GRIEVANCE PROCEDURE

- 1901 Should a dispute arise between the Employer and an employee or the Association concerning the interpretation, application or alleged violation of this Agreement:
- 1902 The employee and her supervisor shall first attempt to resolve the dispute by means of discussion.
- 1903 Within fourteen (14) days after the incident giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the Department Head or his designate.
- 1904 Within seven (7) days after the grievance has been filed, the Department Head or his designate shall investigate the matter and reply.
- 1905 Within twenty-eight (28) days after the incident became apparent, the unresolved grievance shall be submitted to the Divisional Director, Human Resources or designate.
- 1906 Within seven (7) days after receiving the grievance, the Divisional Director, Human Resources or designate shall investigate the matter, conducting a hearing upon request, and reply.
- 1907 If the grievance is not resolved within thirty-five (35) days after the incident became apparent, it may be submitted for binding arbitration under Article 20 within the next ensuing fourteen (14) days.
- 1908 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 for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.
- 1909 An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably have become aware of it under actual or reasonable circumstances.
- 1910 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Association and the Employer.
- 1911 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.
- 1912 An employee may elect to be accompanied or represented by an Association representative at any stage of the Grievance/Arbitration Procedures, or in any matter relating to this Collective Agreement.

ARTICLE 20: ARBITRATION PROCEDURE

- 2001 If mutual agreement is not reached by both parties to choose a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration the Employer and the Association shall nominate their respective appointees to a three (3) person Arbitration Board.
- 2002 Within fourteen (14) days, the appointees shall agree to a third member to act as Chairperson of the Arbitration Board.
- 2003 If either party fails to nominate their appointee, or if they fail to agree to a chairperson, the Minister of Labour shall be requested to make such appointment.
- 2004 The finding of the sole arbitrator, a majority of arbitrators, or the chairperson in the absence of a majority, shall be conclusive and binding upon all parties affected, but no such finding or award shall be inconsistent with the terms of this Agreement. If necessary, the arbitrator(s) may be requested to clarify the terms of such award.

2005 Each party shall be responsible for the costs of its nominee, and the costs of the sole arbitrator or chairperson shall be shared equally by the Employer and the Association.

ARTICLE 21: PART-TIME EMPLOYEES

2101 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.

2102 Part time employees will be paid four point six two (4.62%) percent of their basic pay in lieu of time off on general holidays or alternative time off. Such holiday pay shall be included on each regular pay cheque, and is in addition to payment for time worked on a general holiday.

2103 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.

2104 Part time employees who make it known to the Employer, in writing, that they are willing to work occasional additional shifts shall be given preference of such shifts over casual employees. **However, such shifts shall not be construed as a change of shift or a callback provided that that the part-time employee has worked less than the hours of work outlined in Article 7.**

2105 a) A part time employee reporting for work as scheduled who is sent home because of lack of work shall receive pay for the scheduled hours not worked.

b) A part time employee reporting for work at the Employer's request in the event of an unforeseen staff shortage shall be paid no less than three (3) hours at her basic rate.

ARTICLE 22: SAFETY HEALTH AND WELFARE

2201 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 appropriate compensation, providing established departmental procedures and policies have been followed.

Dental Plan

The parties agree that the HEBP Dental Plan shall continue to remain in effect on a 50/50 cost shared basis for the life of this Agreement.

Medicare Premiums

It is agreed that if MHSC premiums are introduced during the life of this Agreement, the parties will meet to discuss and decide on an equitable sharing of the cost of these premiums.

Disability & Rehabilitation Plan

The Employer shall continue to participate in the Jointly Trusteed **Disability & Rehabilitation Plan** with the Employer contributing up to 2/3% of payroll costs toward the plan.

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

The parties agree that income protection credits and Workers' Compensation Benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits. It is understood that the elimination period of the **Disability & Rehabilitation Plan** is one hundred and nineteen (119) calendar days.

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

Effective March 31, 2009, the Employer contribution increases to a maximum of two point three (2.3) percent.

2205 Pension Plan

Every eligible employee shall, as a condition of employment, participate in the HealthCare Employees Pension Plan. Contributions and benefits shall be in accordance with the provisions of the Plan.

2206 The parties to this Collective Agreement endorse the importance of a safe and secure environment, in which employees must work. The parties will work together in recognizing and resolving Occupational Health and Safety issues. In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety equipment where required and install safety devices where necessary.

The Workplace Safety and Health Committee shall operate with Association representation for the purpose of ensuring health and safety in the workplace and the identification of health and safety hazards.

2207 Health examinations required by the Employer shall be provided by the Employer and shall be at the expense of the Employer.

ARTICLE 23: PRE-RETIREMENT LEAVE

2301 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 where the sum of the employee's years of age and length of continuous employment total eighty (80) or more ("Magic 80"), shall be granted four (4) days of paid pre-retirement leave per year of service or portion thereof.

2302 Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rata portion of pre-retirement leave based on their actual hours worked as compared to those of a full-time employee.

2303 Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total length of continuous employment as at the date of retirement.

2304 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.

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. 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.

ARTICLE 24: DISCIPLINE AND DISCHARGE

2401 No employee shall be disciplined or discharged without just cause.

2402 When it becomes necessary to take disciplinary action other than a verbal warning, an employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless he is a danger to himself or others, and to be represented at such a meeting by an Association representative, unless he refuses such representation.

2403 An employee shall be notified in writing of the reasons for her discipline or dismissal. A copy shall be forwarded to the Association Representative unless the employee elects otherwise.

- 2404 Employees shall be shown any adverse report concerning her performance or conduct, and her comments or reply shall also be recorded in her personnel file. Upon request, she shall be given copies of such documents. If she regards the report to be inaccurate, she may also initiate a grievance requesting its correction or removal from her file.
- 2405 An employee who considers herself to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 19 (Grievance Procedure).
- 2406 An employee may examine her personnel file upon request. Only one such file shall be maintained. Upon request, an employee shall be given a copy of any document placed in her personnel file.
- 2407 The Employer agrees not to introduce as evidence any derogatory entry 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 a reasonable time thereafter.

ARTICLE 25: JOB SECURITY

- 2501 a) In the event that the Employer finds it necessary to reduce the hours of work (layoff) of an employee, such employee shall be given not less than four (4) weeks notice.
- b) A lay-off shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.
- 2502 When a layoff becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification, subject only to more senior employees being qualified, competent and willing to perform the required work.
- 2503 In the event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent.
- 2504 An employee whose position is being deleted in accordance with Article 2503, or who is being laid off in accordance with Article 2502 will be entitled to exercise seniority rights, subject to her being qualified, competent and willing to perform the required work, to displace a less senior employee in an equal or lower occupational classification. Any employee thus displaced shall be entitled to a like exercise of seniority rights, with the employee or employees who are finally displaced by the exercise of this subsection being considered laid off, and subject to recall as outlined below.
- 2505 An employee who is demoted due to a reason other than unsatisfactory performance shall continue to be paid her current basic salary until the rate for the classification to which she was demoted exceeds her current rate. The application of this provision as it relates to the layoff/recall procedure shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches her level of salary, whichever occurs first.
- 2506 An employee who exercises her seniority rights shall be entitled to a four (4) week familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, she shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.
- 2507 To qualify for recall, it shall be the responsibility of the employee to keep the Employer informed in writing of her current address and phone number.
- 2508 Employees on layoff are to be recalled in order of seniority to available positions in equal or lower paid occupational classifications, subject to their being qualified and competent to perform the required work. Such right to recall shall be exercised before a new employee is hired or any other less senior employee is hired into such position.

2509 Such recall shall be made by registered mail, and shall provide for two (2) 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. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated.

2510 An employee recalled to work in a different department, or different classification from which she was laid off shall have the right to return to the position she held prior to the layoff should it become vacant within one year of being called back and such vacancy shall not be subject to the job posting procedure.

2511 Technological change shall mean the introduction by the Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

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

- a) The Employer shall notify the Association 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 intended date of implementation.
- c) If the Association and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

2512 An employee who is displaced from her job as a result of technological change shall be given an opportunity to fill any vacancy for which she has seniority and for which she has competency and the qualifications to perform. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with the layoff procedures specified in this Agreement.

2513 Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

2514 a) 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 of continuous service with the Employer. Where the alternative employment is of a lower paying classification, the employee shall continue to receive the salary of the higher paid classification until the salary of the lower paid classification passes that of the higher classification. The application of this provision shall be limited to a three (3) year period from the date the employee assumes a position in a lower paid classification or until the salary scale of the lower position reaches her level of salary whichever occurs first.

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

2515 Supervisors and other employees of the Employer whose positions are not classified within the bargaining unit shall not work on a regular and recurring basis on duties and responsibilities which have been determined as being solely within the bargaining unit except in the case of education or emergency or where there is mutual agreement between the parties to do so. The parties agree that past practice, effective June 23, 2000, shall be deemed to have received mutual agreement in this regard. The parties further agree that the provisions of this Article shall in no way supercede the provisions of the Memorandum of Understanding Re: Transfer of Service/Mergers/Amalgamation/Consolidation.

2516 Notwithstanding Article 2104, employees laid off, or who have had their work reduced in accordance with Article 2501, and who have made their availability for additional available shifts known to the Employer in writing, shall be given preference for such shifts, over part-time and casual employees, up to their EFT prior to layoff or reduction of hours, provided they are qualified, competent and willing to perform the required work.

The employee shall be given such preference for available shifts until a position becomes available that is an equal or greater EFT than their last previous position, or for the duration of 6.03 (d), whichever occurs first.

Should the employee not work the entire shift for any reason, the employee will be paid for the hours actually worked.

In the event that the employee accepts available shifts in accordance with the above, the provisions of the Collective Agreement shall be applicable except as modified hereinafter:

- a) Vacation pay shall be calculated in accordance with Article 1104, and shall be paid at the prevailing rate for the classification, at the employee's step on scale prior to layoff, on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay;
- b) Income protection accumulation shall be calculated as follows:

$$\frac{\text{Additional available hours}}{\text{Worked by the laid off employee}} \times \frac{\text{Entitlement of a full-time employee}}{\text{Full-time hours}}$$

- c) In the event that the layoff is longer than twenty-six weeks, seniority will be calculated in accordance with regular hours worked;
- d) The Employee shall be paid four point six two (4.62%) percent of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque;
- e) Participation in benefit plans is subject to the provisions of each plan;
- f) Any period of time during a layoff when the employee works additional available shifts or works in a term position shall not extend the five (5) year period referenced in Article 6. However, an employee on layoff who is recalled into a term position shall retain her right to be recalled into a permanent position while working in the term position.

2517 The Employer agrees to notify the Association in advance, of all matters which significantly affect the security of employment or major working conditions of members of the bargaining unit.

2518 Secondment is a temporary transfer of an employee(s) from one Employer to another Employer, the terms of which shall be negotiated with the Association.

ARTICLE 26: NON-DISCRIMINATION

2601 It is agreed that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practiced by the Employer or any employee by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, marital status, place of residence, family relationships, physical handicap nor by reason of her membership or non-membership or activity in the union.

2602 The Employer and the Association agree that no form of sexual harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Association.

2603 No form of employee abuse will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them as soon as possible. Any employee who believes a situation may become or has become abusive shall report this to the immediate supervisor. The Employer shall notify the Association as soon as possible after receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction for the parties. Situations involving abuse shall be treated in a confidential manner by the Employer, the Association and the employee(s).

ARTICLE 27: PERFORMANCE APPRAISALS

2701 When performance appraisals are conducted, the following guidelines shall apply:

- a) performance appraisals shall be in writing and the contents shall be discussed with the employee;
- b) the employee shall sign the performance appraisal for the sole purpose of indicating that she is aware of its contents;
- c) the employee shall have the right to add comments to be attached thereto;
- d) the employee shall be given a copy of the performance appraisal.

2702 If the employee regards the report or evaluation to be inaccurate, unfair or unreasonable, she may also initiate a grievance requesting its correction or removal from her file.

ARTICLE 28: NOTICE OF TERMINATION

2801 Except under extenuating circumstances, employees shall be given and shall give four (4) weeks notice of termination.

- 2802 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.

ARTICLE 29: COMMITTEES

2901 The Employer will maintain an Employee/Management Advisory Committee with equal representation from management and employees. 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.

2902 This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect within the Facility.

- 2903 a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the Association to attend meetings of **the Employee/Management Advisory Committee and any other joint committee which is created by the mutual agreement of the Association and the Employer, and to which the Association is required to appoint representatives.**
- b) **Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to employees who are not on duty, will be granted to employees appointed by the Association to attend meetings of the Workplace Health & Safety Committee or to perform such other duties as may be specified in the Workplace Safety & Health Act or as prescribed by regulation.**

In accordance with the Workplace Safety & Health Act, a member of the Workplace Health & Safety Committee is entitled to take time off from her regular work duties in order to carry out her duties as a committee member under this Act and the regulations. The member shall be paid by the Employer at her regular or premium pay, as applicable, for all time spent carrying out her duties as assigned by the committee or Employer as a committee member.

ARTICLE 30: JOB SHARING

3001 When a position is posted, two (2) employees may apply to equally share that position. The decision to allow two (2) employees to split a position rests solely with the Employer who will consider the needs of the area.

- 1) Both employees shall be granted part-time employment status, and shall earn benefits as provided for in the Collective Agreement.
- 2) In the event that one (1) of the employees sharing **the** position is absent, e.g. sick leave, vacation, leave of absence, etc., the other employee sharing the position may be required to assume those shifts.
- 3) In the event that one (1) of the employees sharing **the** position resigns, and the Employer's decision is to allow this position to remain a job share position, the position will be posted with the following wording noted on the job posting:
"This position is currently being filled by two (2) employees working part-time. The remaining employee wishes to continue working her **portion** of the **position** and she will be allowed to do so if another employee is willing to work the other **portion** of the **position**. If you wish to apply for the **vacant portion of this position**, please apply in the normal manner stating same."
- 4) Providing there is another employee willing to share the **position**, the remaining employee will be maintained in the shared position.
- 5) If the Employer's decision is to no longer allow this position to remain as a job sharing position, or if no employee is willing to share **the position with the remaining employee, the posted position will be offered to the remaining employee.**
- 6) If the remaining employee refuses to accept the position, **the position may be offered to the most suitable applicant.**

The remaining employee will then be offered any part-time position for which she is qualified, that is currently vacant and if none is available, she shall be dealt with in accordance with Article 25.

ARTICLE 31: TERM OF AGREEMENT

3101 This agreement and all its provisions shall be effective April 1, 2009.

3102 This Agreement shall be in full force and effect until March 31, 2010 and thereafter until a revised Collective Agreement is executed or this Agreement is terminated by two (2) weeks written notice by either party.

3103 This Agreement may be amended during its term by mutual agreement.

3104 Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date hereof.

3105 If notice is not given under Article 3104, within thirty (30) days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one (1) year.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #1

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Employee/Management Advisory Committee

The parties agree to utilize the existing Employee/Management Advisory Committee (Article 29) to discuss, review and make recommendations relative but not limited to:

- Staff recruitment and retention,
- Training, retraining and continuing education,
- Program Management,
- Efficiency of equipment utilization,
- Program delivery and new program implementation,
- Ongoing communications,
- Professional practice issues,
- Job enrichment,
- Orientation,
- Workplace security,
- Unresolved issues relating to workload, staffing or shift schedule.

Association staff shall be entitled to attend meetings as part of the employee delegation. Minutes shall be kept and distributed to members.

The parties further agree that the committee may request assistance from other resources such as financial staff or representatives of other agencies or organizations when dealing with issues.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #2

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Employment Security

Whereas the Employer is concerned with its employees' employment security, and
Whereas the Association is concerned with its members' employment security, and
Whereas within the Province of Manitoba health care reform continues to be explored, and
Whereas there may be a need to examine the delivery of health care within the facility, and
Whereas, 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 Association, 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 Association, no later than twenty (20) days after the above.
3. The Employer and the Association agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, the Employer will make every possible effort to reassign the employee(s) affected to an equivalent position within the facility. The Layoff and Recall provisions of the Collective Agreement will apply where reassignment is not possible.
6. In the event of #5 above occurring or in the event of the closure of a facility, and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of employees.
7. The Employer will also co-operate with other facilities, with **LRS**, and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #3

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Transfer of Service/Mergers/Amalgamation/Consolidation

Applicable where there is a transfer of service, merger, amalgamation or consolidation and where mobility does not apply and where both the sending and receiving sites are participants at the MAHCP Central table negotiations.

WHEREAS the way services are provided by the Employer may change as a result of continuing health reform initiatives;

AND WHEREAS the above initiatives may impact upon the employment security of employees covered by this Agreement;

AND WHEREAS the Employer and the Association desire to assist employees who may be directly impacted by such initiatives;

IT IS THEREFORE AGREED THAT:

- i) The Employer will provide all relevant information to the Association in a timely manner as it becomes available.
- ii) The Employer and the Association will meet to discuss matters of mutual concern and agree to make every effort to examine all possible options, including, but not limited to, redeployment issues.
- iii) For the purpose of application of Article 25 should the Employer:
 - a) merge or amalgamate with another service provider; or
 - b) centralize or consolidate with another service provider; or
 - c) transfer or combine any of its operations or functions to another service provider; or
 - d) take over any of the functions of another service provider;
it will not be considered contracting out or sub-contracting out.
- iv) During the period of notice given under the Employment Security Letter of Understanding, employees potentially affected by the impending alteration of service will be entitled to portability of benefits between the employers identified as signatories to this Letter of Understanding. Should the receiving employer not be signatory to this Letter of Understanding, the receiving employer will be encouraged to honour a like portability of benefits.

For employees who have been successful in obtaining a position at a facility who is a signator to this Letter of Understanding, the following shall be portable:

- 1) Accumulated income protection benefits/sick leave credits recognized by the last employer shall be credited by the new Employer.
- 2) Length of employment applicable to rate at which vacation is earned shall be recognized by the new employer.
- 3) Length of employment for purpose of qualifying to join benefit plans, e.g. two (2) year pension requirement.
- 4) Salary treatment:
 - a) if the 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 porting.
- 5) Length of employment applicable to pre-retirement leave shall be recognized by the new Employer.
- 6) Upon hire of an employee, the receiving Employer agrees to confirm in writing to the employee all benefits which were ported from the sending Employer.

- 7) Benefits superior to those provided by the new Collective Agreement shall not be portable.
- 8) Hours of service since last increment is not portable for purpose of calculating next increment if applicable.
- 9) Salary and vacation earned to date to be paid out by sending Employer.
- 10) Banked time including overtime bank, stat bank, to be paid out by sending Employer.
- 11) Seniority.

APPLICATION:

IT IS AGREED THAT:

- I) When it is known that programs or services will be transferred, consolidated, merge, or amalgamated, the Employers shall determine the number of staff required by classification.
- II) Qualified employees within the transferring program or service will be given the opportunity to move with the program on the basis of seniority.
- III) If more staff wish to move than are required for the program or service, staff from the sending Employer(s) will be selected on the basis of seniority in effect at the sending Employer's on the date of the notice being completed.
- IV) If there is insufficient staff volunteering to move, the receiving Employer(s) will fill the remaining vacancies by postings or recall provisions.
- V) Employees who transfer in accordance with this memorandum, retain seniority, service and other portable benefits if applicable or in accordance with the Letter of Understanding on Re-deployment Principles, and will be treated in all respects as if they had always been employees of the receiving Employer.
- VI) The receiving Employer will provide an orientation for the transferred employee of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF AGREEMENT #4

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Provincial Health Care Labour Adjustment

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

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #5

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Provincial Retention/Recruitment Committee

The parties agree to establish a Provincial Retention/ Recruitment Committee relative to the allied health/professional/technical component, the purposes of which shall be as follows:

1. To consider and make recommendations on recruitment strategies, including but not limited to identification of high demand professions, consideration of unique regional challenges, promotion of allied health professions, etc.
2. To consider and make recommendations on retention strategies, including but not limited to training, retraining and continuing education, professional development, career laddering, etc.
3. To identify and pursue funding for retention and recruitment strategies.
4. To promote professional and facility accreditation standards.

Membership on the committee will consist of an equal number of representatives of each party, the number of which shall be mutually agreed. Appointments shall be made for a term of two (2) years, but without limit on the number of consecutive terms a member may serve.

The Committee shall meet as frequently as mutually agreed to by the parties. Other persons may be invited to participate as mutually agreed.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #6

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Impact of Rate Pay Reduction on Pension Plan

WHEREAS the Collective Agreement calls for a reduction in rate of pay;

AND WHEREAS, the parties hereby agree that no employee's pension benefit shall be negatively impacted as a result of these reductions;

THEREFORE, the parties further agree that every employee who receives a benefit at a time when her average earnings calculation includes part or all of the period from January 15, 1997 to March 31, 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 _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #7

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Grievance Investigation Process

The process is intended to create a harmonious relationship in order to promptly resolve grievances in an economical fashion.

On this basis, the parties are committed to the utilization of the following process where it is mutually agreed to be appropriate.

The parties hereto agree that the following conditions shall apply to the trial implementation and operation of the Grievance Investigation Process:

Part 1 GENERAL

1. It is understood that this process and the appointment of the Grievance Investigator is to continue concurrent with the Collective Agreement. The Collective Agreement is for the period April 1, 2009 to March 31, 2010, and subject to the Term of the Agreement.
2. The Grievance Investigator shall be an individual jointly approved by the MAHCP and representatives of the employer (Labour Relations Secretariat). The terms of appointment of the Grievance Investigator shall be set out in a separate document between the MAHCP, the LRS and the Grievance Investigator.
3. It is recognized that Grievance Investigation is a voluntary process and either party may request that any grievance be submitted to grievance Investigation, however both parties must agree on each case to be so submitted. Where such mutual agreement cannot be reached then the provisions of the Collective Agreement regarding Arbitration shall apply.
4. It is understood that the opinion of the Grievance Investigator is advisory in nature and is non binding on either party. Where one or both of the parties does not accept the opinion of the Investigator then the option shall remain to utilize the Arbitration procedure contained in the Collective Agreement.
5.
 - a) It is understood that where the parties agree to abide by the opinion of the Investigator, it is done so on a without precedent or prejudice basis.
 - b) An opinion expressed by the Grievance Investigator regarding any issue shall not be submitted to any future Grievance Investigation nor to any Arbitrator.
6. The Grievance Investigator shall conduct an investigation into each grievance jointly submitted to him. It is expected that a hearing will be required in the normal course of the investigation. Within seven (7) days of a grievance being submitted to him, the Grievance Investigator shall schedule a hearing to be held within the thirty (30) day period following submission to him. The Grievance Investigator is empowered to fulfill his role in any manner deemed by him to be most effective given the individual circumstances of each case. The Grievance Investigator general role is to:
 - a) Investigate each grievance jointly submitted
 - b) define the issue(s) in dispute
 - c) provide an opinion as to an appropriate resolution of the dispute.
7. The Grievance Investigator is expected to give a verbal opinion at the conclusion of a hearing, and to submit a brief written opinion to each of the parties within seven calendar days following a hearing. Where no hearing is held, it is expected that the Grievance Investigator will provide his written opinion within seven (7) calendar days following completion of his investigation.

8. Where either or both parties choose not to accept the opinion of the Grievance Investigator, they shall, within seven calendar days following receipt of the Investigator's written opinion, submit it in writing to both the Investigator and the other party, their reasons for non acceptance. Such reasons shall not be admissible at any future arbitration hearing or Grievance Investigation proceeding.
9. The parties shall jointly prepare guidelines to assist the Grievance Investigator in meeting the expectations of the parties. These guidelines may be amended from time to time during the trial period as circumstances warrant and as mutually agreed. The parties shall meet on a province-wide basis through staff representatives of the MAHCP and the **Employers** at the request of either of these two bodies, but not less frequently than every six months to review the operation and utilization of the trial Grievance Investigation Process.
10. Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during or after its referral to the Grievance Investigation Process.
11. It is expressly understood that the Grievance Investigation Process is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

Part 2 SUBMISSION OF GRIEVANCE

1. In all cases the grievance procedure contained in the Collective Agreement will continue to apply, however, where the grievance procedure has been exhausted and a party has certain time limits to refer the matter to arbitration, that party might instead within this time limit, advise the other party in writing of its desire to refer the matter to the Grievance Investigation Process. Where such a request is made, the time limits referenced in the grievance procedure shall be temporarily suspended until:
 - a) the other party advises the party who has made such a request that it does not agree to refer the matter to the Grievance Investigation Process, or
 - b) fourteen (14) calendar days have elapsed from the date the request was made and the other party has failed to respond, or
 - c) fourteen (14) calendar days have elapsed from the date upon which the Grievance Investigator issued his written opinion.When any one of the events referred to in a), b) or c) above occur the time limits for referring the matter to arbitration shall commence as if the grievance procedure had been exhausted on that date.

Part 3 HEARINGS

1. Hearings will normally be held on the premises of the facility where the grievance originated from, however, the Investigator may, with the consent of both parties, choose a more appropriate location in such instances as where several grievances originating from different locations can be heard at the same hearing.
2. The parties agree not to be represented at any Grievance Investigation hearing by legal counsel. Attendance at hearings shall be limited to a maximum of four (4) employees from the bargaining unit and/or the Association, and four (4) Employer representatives. This stipulation shall not prevent the Grievance Investigator from requesting the attendance of any other person who can assist in clarifying the issue in dispute.
3. The parties agree to provide the Investigator with a jointly prepared statement of facts in an effort to narrow the scope of any dispute and to minimize the need to present evidence through witnesses. The Grievance Investigator may through the course of his investigation determine additional facts relevant to the resolution of the matter and shall advise the parties accordingly.
4. Hearings shall be held in an informal manner; however, the Investigator shall conduct any hearing in a manner deemed by him to be effective. Witnesses will not give evidence under oath but the Investigator may act as a participant in attempting to resolve areas of conflicting evidence.

Part 4 GUIDELINES FOR GRIEVANCE INVESTIGATOR

1. The Grievance Investigator shall be expected to accept the role for the entire Trial Period.

2. While appointed the Grievance Investigator may not act on behalf of one of the parties either as counsel or nominee at conventional arbitration. He may serve as sole arbitrator or chairman of an arbitration board hearing a dispute involving one or both of the parties except in the case of a dispute which has previously been referred to him in his capacity as Grievance Investigator.
3. While it is not expected to be as detailed as an arbitrator's award, the parties do expect the written opinion to be a concise statement of the reasoning followed in reaching his conclusions. A detailed review of the positions of the parties or arbitral jurisprudence is not expected nor is any recounting of non germane fact or argument. The opinion should contain sufficient information to assist the parties in preventing similar future disputes.
4. The parties shall each pay for their own costs associated with referring and processing a grievance through the Grievance Investigation Process except that the parties shall jointly and equally share the fees and expenses of the Grievance Investigator.
5. The Grievance Investigator is empowered to consider any grievable matter put to him by the parties including a question of whether or not an issue is grievable.
6. The opinion of the Grievance Investigator is expected to be an informed estimate of the likelihood of the grievance being sustained or denied in the event of its being referred to arbitration.
7. The Grievance Investigator will be provided with any documentation which might provide assistance to him carrying out his role.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #8

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Educational Deferred Salary Leave Plan
(Hereinafter referred to as EDSLP)

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

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

Terms of Reference of the EDSLP

Eligibility:

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

The Plan:

The E.D.S.L.P. is implemented for the sole purpose of providing a method of remuneration to Plan participants during formal educational leaves of absence (LOAs) for periods in excess of six (6) months.

Contribution/Enrolment Form:

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

Leave of Absence:

- a) It is agreed between the Employer and the Association that, for the purpose of the EDSLP, the provisions of the Collective Agreement regarding application for leaves of absence shall make

application for the LOA at least two (2) months prior to the first day of the participant's requested LOA.

- b) Requests for LOA under the EDSLP shall include a description of the course of studies to be pursued, the duration of the program, and the name of the institution offering the program.
- c) Each request for a LOA under the EDSLP will be reviewed on an individual basis and shall not be unreasonably denied.
- d) In the event that more than one participant applies for a LOA under the EDSLP for part of or all of the same period of time and where only one participant's requested leave can be granted, seniority as defined in the Collective Agreement shall be the governing factor in determining which participant's LOA shall be granted.
- e) A participant having received approval for a LOA and who voluntarily transfers or is promoted to another position, may have the leave honoured depending on the operational requirements of the new work area.
- f) In the event that the participant's educational leave results in his/her being qualified to work in another classification covered by the Collective Agreement, it is understood that the participant will be placed in such classification only after being the successful applicant for a posted vacant position within that classification.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #9

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Regular Hours of Work

1. The following shall constitute the regular hours of work for the following employees:
NAME: MON. TUES. WED. THURS. FRI. SAT. SUN.
WKLY. BI-WKLY.
2. An employee who voluntarily extends his/her regular hours of work, beyond the amount stipulated in item (1) above, while performing his/her regular duties, shall not receive overtime as per Article 9 of the collective agreement. Such an employee shall bank the extended hours at a straight time rate up to a maximum allowable bank represented by the regular weekly hours of work stipulated in item (1). An employee shall not be permitted to accrue extended hours beyond the banked maximum unless the Employer provides prior approval.
3. An employee who, as per the Employer's request, agrees to extend his/her regular hours of work (as stipulated in item (1)) shall receive overtime as per Article 9 of the collective agreement.
4. For the purposes of item (3), an employee must meet the following conditions before Article 8 "Overtime" shall apply:
 - a) For the employee who works less than seven and one-half (7 ½) hours per day, such employee must work in excess of seven and one-half (7 ½) hours per day, before overtime shall apply.
 - b) For the employee who works in excess of seven and one-half hours (7 ½) hours per day, such employee must work in excess of his/her regular hours of work per day, as stipulated in item (1), before overtime shall apply.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #10

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Inclement Weather

An employee who is scheduled but unable to work due to inclement weather, auto breakdown, and other similar circumstances shall suffer no loss of pay for hours normally scheduled to work. Employees shall endeavor to use such time for other work-related activities.

The employee shall notify the Agency as soon as possible of the circumstances encountered.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #11

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Voluntary Transfers to Vacancies (Portability)

– Applicable to all Employers; The first paragraph applicable only to HSC, St. Boniface, Concordia, Misericordia, Seven Oaks, Grace and Victoria:

The following provisions DO NOT apply to transfers governed by the provisions of the Memorandum of Understanding on Staff Mobility within the Nine (9) Facilities of the former WHA (WRHA) System.

An employee with an Employer where the Association is certified to represent that occupational classification, who applies for and is awarded a position with another Employer where the Association is certified to represent that occupational classification, shall have her seniority transferred as though she had always been employed at the receiving Employer. It is understood that this seniority is intended for use in accordance with the Collective Agreement, i.e., only in vacancy selection, vacation selection, or in the event of lay-off/displacement/recall. Further, the parties confirm that this seniority is in no way intended to increase the accumulation of benefits normally accrued or calculated on the basis of employment hours or service.

In addition, any specific requests for portability of any or all benefits or benefits accrual rates upon a position being awarded as per the above, shall be considered by the Employer on an individual basis, by mutual agreement with the Association.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #12

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Out of Pocket Expenses

The Employer recognizes that employees need not incur any out of pocket expenses with respect to the following:

- Telephone calls/faxes
- Postage
- Office Supplies

The parties agree to establish an ad-hoc committee to review the merits and feasibility of the introduction of certain office technologies for use by therapists at home. The introduction of such technologies would be for the purpose of increasing the efficiency of service delivery and must be within the Agency's budgetary capacity.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #13

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Workload

The Employer recognizes that from time to time employee workloads may need to be reviewed. Should an employee believe that her workload exceeds professional expectations or that she cannot cope with the workload; then she should bring this matter to the attention of her supervisor for review and possible action. The supervisor shall review all relevant information available to her with respect to the employee's workload concerns including any information brought forward by the employee herself.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #14

between

COMMUNITY THERAPY SERVICES

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Buyback of Pension

Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #15

between

COMMUNITY THERAPY SERVICES

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Phased-in Retirement

Within 60 days of the signing of this Memorandum, a representative of the Employers represented at the MAHCP Central negotiating table and the Manitoba Health Care Professionals agree to forward a joint letter to the Healthcare Employees Pension Plan (HEPP) Board and to the Superannuation Board (Province of Manitoba and Government of Canada) requesting exploration of phased-in retirement.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #16

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Working Alone

Employees concerns about working alone may be referred to the Workplace Safety and Health Committee. Issues to be addressed shall include, but shall not be limited to:

- 1) Isolation/security or work areas
- 2) Staff being accompanied upon request
- 3) Personal security alarm systems/cell phones
- 4) Published list of current known unsafe buildings

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #17

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Services Outside of Regular Hours – WRHA Home Care Program

The parties agree to form a committee (up to 3 representatives from each party) to discuss the issue of providing services outside of regular Agency hours to clients of the Winnipeg Regional Health Authority Home Care Program.

The committee will consider the manner in which such services may be provided within the provisions of the collective agreement dealing with regular hours and overtime and may make recommendations to the parties.

The committee will hold its first meeting within 30 days of ratification and will conclude its deliberations no later than 120 days thereafter.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #18

between

COMMUNITY THERAPY SERVICES, INC.

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Appendix A - Classifications

The parties agree to form a committee (up to 3 representatives from each party) to discuss the Classification structure contained in Appendix A of the Collective Agreement.

The committee will consider the manner in which such services are delivered within the current classification structure to determine whether the classification structure is appropriate for the Agency.

Signed this _____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MAHCP & Community Therapy Services

PROFESSIONAL/TECHNICAL CLASSIFICATIONS

Effective April 1, 2009 - Rates include 2.9% Increase

Effective October 1, 2009 - Rates include 2.2% Increase

Employer/Site	Site Position Title	Effective Date	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
Community Therapy Services	Staff Therapist	1-Oct-08	1950	Hourly	26.857	27.663	28.492	29.347	30.228	31.134
Community Therapy Services	Staff Therapist	1-Apr-09	1950	Hourly	27.636	28.465	29.318	30.198	31.105	32.037
Community Therapy Services	Staff Therapist	1-Oct-09	1950	Hourly	28.257	29.104	29.977	30.877	31.801	32.755
		1-Apr-09		% General Increase	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%
		1-Oct-09		% Adjustment	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%
Community Therapy Services	Senior Therapist	1-Oct-08	1950	Hourly	29.46	30.35	31.26	32.19	33.16	
Community Therapy Services	Senior Therapist	1-Apr-09	1950	Hourly	30.315	31.225	32.162	33.127	34.121	
Community Therapy Services	Senior Therapist	1-Oct-09	1950	Hourly	30.997	31.924	32.884	33.873	34.887	
		1-Apr-09		% General Increase	2.9%	2.9%	2.9%	2.9%	2.9%	
		1-Oct-09		% Adjustment	2.2%	2.2%	2.2%	2.3%	2.2%	

SCHEDULE "B"

ACADEMIC ALLOWANCES

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

- Advanced certification in the appropriate field: \$100.00 per month [prorated on an hourly basis]
- Bachelor of Science degree: \$100.00 per month [prorated on an hourly basis]
- Masters degree: \$150.00 per month [prorated on an hourly basis]
- Doctoral degree: \$300.00 per month [prorated on an hourly basis]

Note: Notwithstanding the above, the Employer confirms that academic allowances currently paid to existing employees, effective June 23, 2000, shall not be discontinued or reduced for the duration of that employee's employment, unless specifically negotiated at a later date.

SCHEDULE "C"

Units of Organization

Occupational Therapy:	Home Care Senior Occupational Therapy Mental Health Program Coordinator
Physiotherapy:	Home Care Senior Physiotherapy First Nations Physiotherapy Program Coordinator Beausejour Physiotherapy Department

SCHEDULE "D"

REMOTENESS ALLOWANCE

Remoteness Allowances shall be paid to employees subject to the following eligibility criteria and conditions.

A. Eligibility Claim:

An eligibility claim, in the format shown as Appendix 1, for the payment of dependant's or non-dependent rate of allowances shall be submitted to the Employer when first requesting the allowance, and renewed thereafter, if requested by the Employer or where any change in dependants claimed.

B. Non-Dependent or Dependant's Allowance:

Subject to clause 3 that follows, the Non-Dependent Allowance will be paid to employees that have established a residence in a location designated as a Remote Location and who are eligible for the payment of a Remoteness Allowance. Claims for Dependant's Allowance will be subject to the following criteria and conditions:

1. The employee shall be supporting one or more dependants where a dependent includes;
 - a marital partner living with and dependent on the employee for main and continuing support;
 - an unmarried child under 18 years of age;
 - an unmarried child over 18 years of age but under 21 years if in full-time attendance at a school or university or similar educational institution;
 - an unmarried child of any age if mentally disturbed or physically incapable, provided such a child is dependent on the employee for support
2. There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common law arrangement between the marital partners must have been in existence for at least one year prior to the application for Dependant's rate.
3. Where both spouses are employees of the Hospital and or Departments or Agencies to which these eligibility criteria apply, the Dependent rate shall be paid to one partner only and the other partner will not receive either the Dependent or Non-Dependent rate of Remoteness Allowance.

C. Location: The Remoteness Allowance applicable will be the allowance applicable to CTS.

D. The Remoteness Allowance for part-time employees shall be paid on a pro-rata share in relation to the normal hours of work.

E. Limitations:

The Remoteness Allowances for the various facilities for Non-Dependent or Dependant's as indicated, represent a maximum monthly taxable allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave and as limited in paragraph D above. They are not payable during periods of absence without pay, not payable at "time and a half" or other premium pay scales, nor included as part of regular earnings in calculation of vacation wages on termination of employment.

F. Rates: The biweekly Remoteness Allowance is:

	<u>Dependent</u>	<u>Single</u>
The Pas	78.58	48.02
Flin Flon	83.72	52.09

The Employer and the Association further agree that Remoteness Allowance will be paid on the same basis as the Provincial Government employees and that any changes to the Remoteness Allowance rates made by the Provincial Government will equally affect all employees covered under the scope of this Agreement.

APPENDIX 1

Province of Manitoba - REMOTENESS ALLOWANCE

ELIGIBILITY CLAIM FORM

PART A

I _____ employed by _____ declare that for the period from _____ to _____ according to the Remoteness Allowance Regulations, I am:

Eligible for the Single Remoteness Allowance. (Complete A, D and Declaration)

Eligible for the Dependant's Remoteness Allowance. (Complete A, B, C, D and Declaration)

Single _____ Married _____ Other (Give Marital Information)

AND THAT My family home and residence is at _____
(City, Town or Village)

PART B

Marital Information: My marital partner is living with, and dependent on me for main and continuing support.

My marital partner is employed by _____

She/He will not be claiming either the Dependants rate, or single rate of Remoteness Allowance.

PART C

Other Dependents: I wish to claim a child who is dependent on me for support, and who is:

- Unmarried and under 18 years of age;
- Unmarried and over 18 years, but under 21 years of age and in full time attendance at a school or university or similar educational institution;
- Unmarried but physically disabled or mentally disturbed.

PART D

I undertake to notify the Administration of CTS of any changes that will affect the above declaration, and agree to any adjustments to the amounts of Remoteness Allowance payable arising there from.

STATUTORY DECLARATION:

I, _____ do solemnly declare that the foregoing Eligibility Claim for Remoteness Allowance is an accurate account of my dependant's status, and make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me at _____ this _____ day of _____ 20__

A Commissioner for Oaths in and for the Province of Manitoba)

My Commission expires

Signed _____
(Applicant)

APPENDIX – A

Occupational Therapist – An employee who is registered on the practicing roster of **COTM**.

Staff Occupational Therapist - An Occupational Therapist, who formulates, performs, records and consults on treatment procedures and participates in the clinical education/instruction of students, interns, residents, re-entry candidates and/or patients/clients.

Senior Occupational Therapist – An Occupational Therapist, who under the direction of the Director of Rehabilitation Services (or designate) performs the duties of a Staff Occupational Therapist on a sole charge basis and who is responsible to develop and implement the Employer’s designated programs in a specific geographic area or facility.

Charge Occupational Therapist– An Occupational Therapist who has been delegated responsibility by the Director of Rehabilitation Services for a formally recognized unit of Occupational Therapy within a specific facility or program as listed in Schedule C. (See Note).

Physiotherapist – An employee who is registered on the practicing roster of APM.

Staff Physiotherapist - A Physiotherapist, who formulates, performs, records and consults on treatment procedures and participates in the clinical education/instruction of students, interns, residents, re-entry candidates and/or patients/clients.

Senior Physiotherapist – An Physiotherapist, who under the direction of the Director of Rehabilitation Services (or designate) perform the duties of a Staff Physiotherapist on a sole charge basis and who is responsible to develop and implement the Employer’s designated programs in a specific geographic area or facility.

Charge Physiotherapist – A Physiotherapist who has been delegated responsibility by the Director of Rehabilitation Services for a formally recognized unit of Physiotherapy within a specific facility or program as listed in Schedule C. (See Note).

NOTE to apply to all Charge Classifications - Schedule “C” shall be amended from time to time to reflect change in formally recognized units of organization as determined by the Employer to be necessary and have been implemented in accordance with the provisions of this Agreement.

NOTE: In applying the above occupational classification structure, the Employers affirm the following:

- 1) Where current qualifications differ from the above, current incumbents will not be required to seek or obtain registration, degrees or other components of the classification descriptions noted herein.
- 2) Where qualifications are altered during the term of the Agreement, current incumbents will be deemed qualified.