

# NEGOTIATED CHANGES TO YOUR NEW CONTRACT

## with a term of: April 1, 2008 to March 31, 2012

\*\* All changes have either been **bolded** or appear with strikethrough  
(ex. ~~strikethrough~~) \*\*

CURRENT WORDING	NEGOTIATED CHANGE
<p><b>ARTICLE 2: DURATION</b></p> <p>201 A) This Agreement shall be in full force and effect from the first day of July 2004 until March 31, 2008, (May 1, 2006, to March 31, 2008) and supersedes the Collective Agreement between the parties which was in effect on May 1, 2002 (April 30, 2006).</p> <p>205 All retroactive wage and benefit adjustments shall be made payable within forty-five (45) days of the date of signing of this Agreement by both parties.</p>	<p><b>ARTICLE 2: DURATION</b></p> <p>201 A) This Agreement shall be in full force and effect from the <b>first day of April 2008 to March 31, 2012</b> and supersedes the Collective Agreement between the parties which was in effect on <b>July 1, 2004 (May 1, 2006)</b>.</p> <p>205 All retroactive wage and benefit adjustments shall be made payable within <del>forty-five (45) days of the date of signing of this Agreement by both parties</del> <b>one hundred and twenty (120) calendar days of ratification of this agreement.</b></p>
<p><b>ARTICLE 3: MANAGEMENT RIGHTS</b></p> <p>306 APPLICABLE TO GRACE HOSPITAL</p> <p><u>Hospital Disaster and Fire Plans</u></p> <p>(a) In any emergency or disaster, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement.</p> <p>Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 19 shall apply to overtime hours worked.</p> <p>(b) Where overtime is worked by reason of a disaster plan exercise or fire drill, compensating time off at time and one-half will be granted and Articles 19, 20, and 21 will not apply.</p> <p>The importance of regular disaster plan exercise and fire drills is mutually acknowledged by the Hospital and the Union and, to this end, participation of all employees is encouraged.</p>	<p><b>ARTICLE 3: MANAGEMENT RIGHTS</b></p> <p>306 APPLICABLE TO <b>ALL RHAs, SITES WITH SERVICE AGREEMENTS AND OTHER EMPLOYERS EXCEPT WRHA-HSC</b></p> <p><u>Hospital Disaster and Fire Plans</u></p> <p>(a) In any emergency or disaster <b>declared by the CEO/COO or designate</b>, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement.</p> <p>Compensation... hours worked.</p> <p>(b) Where overtime is worked by reason of a disaster plan exercise or fire drill, <del>compensating time off at time and one-half will be granted and Articles 19, 20, and 21 will not apply</del> <b>overtime will be paid in accordance with Article 19.</b></p> <p>The importance of <del>regular</del> disaster plan exercise and fire drills is mutually acknowledged by the <del>Hospital</del> <b>Employer</b> and the Union and, to this end, participation of all employees is encouraged.</p>

CURRENT WORDING	NEGOTIATED CHANGE
<p><b>ARTICLE 5: UNION REPRESENTATION</b></p> <p>503 When meeting with the Employer to conduct central negotiations, the maximum number of employees who will be entitled to leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be fourteen (14) employees, as follows:</p> <ul style="list-style-type: none"> <li>• Regional Health Authorities: <ul style="list-style-type: none"> <li>- up to 1,000 members – 1 employee</li> <li>- over 1,000 members – 2 employees</li> </ul> </li> <li>• the remainder from the Winnipeg facilities/regions.</li> </ul>	<p><b>ARTICLE 5: UNION REPRESENTATION</b></p> <p>503 When meeting with the Employers to conduct central negotiations, the maximum number of employees who will be entitled to leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be fourteen (14) employees. , as follows: <b>The Chair of the Provincial Health Care Council shall participate as an additional representative at the Union’s expense.</b></p> <ul style="list-style-type: none"> <li>• <del>Regional Health Authorities:</del> <ul style="list-style-type: none"> <li><del>— up to 1,000 members — 1 employee</del></li> <li><del>— over 1,000 members — 2 employees</del></li> </ul> </li> <li>• <del>the remainder from the Winnipeg facilities/regions.</del></li> </ul> <p>Add as last sentence:  <b>The Union shall provide the Employer with four (4) weeks or more written notice of those chosen to participate in central negotiations.</b></p>
<p><b>ARTICLE 6 – DISCRIMINATION AND HARASSMENT</b></p> <p>604 The definition of harassment shall consist of the definition contained in the Human Rights Code and shall further include the definition of harassment set out in the Workplace Harassment Policy.</p> <p>Employees are encouraged to review the Harassment Policy jointly developed by the Employer and the Union in the Employer’s Policy Manual or available from a member of the Local Union Executive.</p>	<p>Re-title:  <b>ARTICLE 6 – RESPECTFUL WORKPLACE (except Community Health Agencies)</b></p> <p>604 The definition of harassment shall consist of the definition contained in the Human Rights Code and shall further include the definition of harassment set out in the <del>Workplace Harassment Policy</del> <b>Respectful Workplace Policy.</b></p> <p>Employees are encouraged to review the <del>Violence in the Workplace</del> <b>Respectful Workplace Policy</b> jointly developed by the Employer and the Union in <b>available through</b> the Employer’s Policy Manual or available from a member of the Local Union Executive. <b>Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.</b></p>

CURRENT WORDING	NEGOTIATED CHANGE
<p><b>ARTICLE 7: DEFINITIONS</b></p> <p>703 (a) <u>Term Positions</u></p> <p>When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 14 and filled in accordance with Article 12.</p> <ul style="list-style-type: none"> <li>All permanent employees may apply for the term position.</li> </ul>	<p><b>ARTICLE 7: DEFINITIONS</b> (changes in this Article do not apply to the Community Health Agencies)</p> <p>703 (a) <u>Term Positions</u></p> <p>When the Employer determines that a term position, as described above exists, ...and filled in accordance with Article 12.</p> <ul style="list-style-type: none"> <li>All <del>permanent</del> employees may apply for the term position.</li> </ul> <p>New bullet:</p> <ul style="list-style-type: none"> <li><b>A permanent employee awarded a term position shall be subject to the trial period as specified in Article 1403 (a).</b></li> </ul>
<p>703 (a) ...</p> <p>Upon completion of the term position, the employee shall return to her former position.</p> <ul style="list-style-type: none"> <li>In the event...</li> <li>Where, due to seniority level this is not possible, an employee shall then be entitled to exercise her seniority to displace an employee in any classification with the same or lower salary range within the sites comprising the Regional Health Authority, provided she possess the qualifications and ability sufficient to perform the required work, or to accept lay off.</li> <li>An employee...</li> <li>When exercising her seniority, an employee shall not be entitled to displace into more than one established position within the Regional Health Authority.</li> </ul>	<p>703 (a) Delete 11<sup>th</sup> &amp; 13<sup>th</sup> bullets from 703 (a) in Winnipeg agreements.</p> <p>11<sup>th</sup> bullet:</p> <p><del>Where, due to seniority level this is not possible, an employee shall then be entitled to exercise her seniority to displace an employee in any classification with the same or lower salary range within the sites comprising the Regional Health Authority, provided she possess the qualifications and ability sufficient to perform the required work, or to accept lay off.</del></p> <p>13<sup>th</sup> bullet:</p> <p><del>When exercising her seniority, an employee shall not be entitled to displace into more than one established position within the Regional Health Authority.</del></p>
<p>703 (b) <u>Temporary Employees</u></p> <p>A "temporary employee" is one who is newly hired for a specific time period or until completion of a particular project for a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.</p> <p>4<sup>th</sup> bullet:</p> <ul style="list-style-type: none"> <li>A temporary employee shall not be eligible for transfer during her probationary period.</li> </ul>	<p>703 (b) <u>Temporary Employees</u></p> <p>Amend 4<sup>th</sup> bullet:</p> <ul style="list-style-type: none"> <li><del>A temporary employee shall not be eligible for transfer during her probationary period.</del> <b>Temporary employees shall not be eligible to apply for transfer during their probationary period, except where the posted position represents a permanent position. A temporary employee on probation who transfers will be required to complete a full probationary period in the permanent position. This period may be extended if the Employer so requests and the Union agrees.</b></li> </ul>

## **ARTICLE 9: EMPLOYEE BENEFITS**

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NEW

### **905 Extended Health Care Plan / Health Spending Account**

1. **Current:** through HEBP
  - “Basic” and “Enhanced” – Extended Health Care Plan (Totally employee paid).
  - Health Spending Account (None)
2. **New:** Through HEBP:
  - April 1/09: “Extended Health Care Plan” – “Enhanced” Plan (50/50 employee/Employer paid)
  - April 1/10: New – “Health Spending Account” – HSA = \$250/yr Full-time / \$125/yr Part-time (Employer paid)
  - Apr 1/11: New – “Health Spending Account” – HSA = \$500/yr Full-time / \$250/yr Part-time (Employer paid)
3. **Applicable to:**
  - New Benefits [set out in section 2 above] will apply to Employees the following: (1) Facility Support, (2) Nurses, (3) Professional & Technical, and (4) Trades.
  - All Facility Support Sector Unions will recommend the “New” benefit package – Section 2 above to the MCHCU (Manitoba Council of Health Care Unions).
4. **“Extended Health Care Plan”:**
  - April 1/09: “Extended Health Care Plan” - “Enhanced” Plan – (50/50 employee/ Employer paid).
  - January 1/09 to March 31/09: 3-month enrollment period to allow employees currently participating in the “Basic” Plan to either opt into the “Enhanced” Plan or to opt out of Plan coverage.
  - Employees **not** previously in Plan may revisit status and either opt into “Enhanced” Plan or remain out.
  - Any other enrollment changes will be as per the HEBP Plan text.
  - Employees previously in the “Enhanced” Plan must remain in the “Enhanced” Plan.
  - March 31/09: “Extended Health Care Plan” - “Basic” Plan and “Basic” coverage will end.
  - April 1/09: “Extended Health Care Plan”

- "Enhanced" Plan (50/50 employee/  
Employer paid) - will commence and  
apply to all enrolled in same.

- April 1/09: All new employees hired on or after April 1/09 will be required to participate in "Enhanced" Plan.

**Health Spending Account (HSA):**

A Health Spending Account will be implemented commencing April 1/10 as follows:

- April 1/10: HSA = \$250/yr Full-time / \$125/yr Part-time (Employer paid)
- April 1/11: HSA = \$500/yr Full-time / \$250/yr Part-time (Employer paid).
- HSA Eligibility: In order to be eligible for HSA coverage, employee must be enrolled in the "Extended Health Care Plan" - "Enhanced" Plan.
- Full-time (FT) HSA coverage will apply to employees who are paid 1,500 hours or more per calendar year at straight time rates of pay.
- Part-time (PT) HSA coverage will apply to employees who are paid less than 1,500 hours per calendar year at straight time rates of pay.
- Year will be defined as the period January 1<sup>st</sup> to December 31<sup>st</sup>.
- In the subsequent year, HSA coverage (FT or PT) will be based on the employee's regular paid hours (excluding OT) in the previous year.
- HSA Coverage / New Employees / Hired on or after April 1/10 (commencement date of HSA): All new employees hired on or after April 1/10 will commence HSA coverage following 1-year of participation in the "Enhanced" Extended Health Care Plan.
- A Health Spending Account (HSA) is an employee benefit whereby an "Account" made up of a fixed sum of money per employee/year is set up from which the employee may draw.
  1. To subsidize the benefit levels as set out in the Extended Health Benefit Plan and the HEBP Dental Plan.
  2. Note: HSA monies are not "rolled over" from year to year.

5. **"Joint Implementation Committee":**

- A "Joint Implementation Committee" (Employer 5 members and MCHCU 5 members) will be struck to oversee the implementation of the new benefits set out on page 2, section 2 herein.

	<ul style="list-style-type: none"> <li>• The "Committee" will be put into place by Jan 1/09 and will remain in place until April 1/09 or longer period as may be mutually agreed between the Parties.</li> <li>• The purpose of the "Committee" will be to advise and assist in the implementation of the new benefits.</li> </ul>
<p><b>ARTICLE 12: SENIORITY</b></p>	<p><b>ARTICLE 12: SENIORITY</b></p>
<p>1202 APPLICABLE TO EMPLOYERS WHO HAVE A SERVICE AGREEMENT OR ARE WITHIN THE WRHA</p> <p>Seniority shall be the determining factor in matters of promotion, demotion, transfer, lay off, reduction of hours and recall, subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record.</p> <p>APPLICABLE TO ALL RHAs</p> <p>Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record.</p>	<p>1202 APPLICABLE TO EMPLOYERS WHO HAVE A SERVICE AGREEMENT OR ARE WITHIN THE WRHA</p> <p>Seniority shall be the determining factor in matters of promotion, demotion, transfer, lay off, reduction of hours and recall, subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record.</p> <p>APPLICABLE TO ALL RHAs</p> <p>Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record.</p>
<p>1203 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:</p> <p>(a) paid leave of absence;</p> <p>(b) paid income protection;</p> <p>(c) unpaid leave of absences up to four (4) weeks. (In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave);</p> <p>(d) Workers Compensation up to one (1) year in that appropriate time period.</p>	<p>1203 <del>Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours</del> <b>The actual accumulation of benefits such as vacation pay and income protection shall be based strictly on an employee's regular paid hours worked and shall include</b> including any period of:</p>
<p>1207 The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, when requested, in writing.</p>	<p>1207 <b>APPLICABLE TO ALL RHAs, SITES WITH SERVICE AGREEMENTS AND OTHER EMPLOYERS EXCEPT WRHA-HSC AND CCMB</b></p> <p>(a) The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, when requested in writing, <b>to a maximum of twice per year.</b></p>

New:

- (b) **Annually, upon written request, a comprehensive list including the name, address and telephone number of each employee shall be sent to the Union. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.**

**ARTICLE 13: INCOME PROTECTION**

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1301 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers Compensation Board or by the Manitoba Public Insurance Corporation (MPIC) shall be entitled to her regular basic pay 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 the Manitoba Public Insurance Corporation.

1301 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the Workers Compensation Board or by the Manitoba Public Insurance Corporation (MPIC) shall ~~be entitled to receive~~ her regular basic pay to the extent that she has accumulated...

1302 (a) An employee who is unable to report for work due to illness shall inform her Supervisor or designate prior to the commencement of her next scheduled shift(s). An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

Amend "Prior to day shift - 1 hour notice" to "**1½ hours notice**".

1302 (a) An employee who is unable to report for work due to illness shall... the shift(s) in question.

Prior to day shift            1 hour notice  
 Prior to evening shift      3 hours' notice  
 Prior to night shift         3 hours' notice

Prior to day shift            1½ hours notice  
 Prior to evening shift      3 hours' notice  
 Prior to night shift         3 hours' notice

1311 (a) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Facility requesting an advance subject to the following conditions:

1311 (a) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the ~~Facility~~ **Employer** requesting an advance subject to the following conditions:

- (d) The employee shall reimburse the Facility by assigning sufficient WCB payments to be paid directly to the Facility to offset the total amount of the advance.
- (e) In the event that the WCB 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 Facility shall recover the total amount of the advance by payroll deduction.

- (d) The employee shall reimburse the ~~Facility~~ **Employer** by assigning sufficient WCB payments to be paid directly to the ~~Facility~~ **Employer** to offset the total amount of the advance.
- (e) In the event that the WCB 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 ~~Facility~~ **Employer** shall recover the total amount of the advance by payroll deduction.

<p>1314 <u>Family Illness</u></p> <p>Subject to the provisions of 1303 (b), an employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver.</p>	<p>1314 <u>Family Illness</u></p> <p>Subject to the provisions of 1303 (b), an employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver.</p> <p><b>NEW</b></p> <p><b>A primary caregiver is defined as one who either temporarily or on a regular and reoccurring basis provides care and assistance to the person. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.</b></p>
<p><b><u>ARTICLE 14: VACANCIES, PROMOTIONS, AND TRANSFER</u></b></p> <p>1407 (a) Employees shall not be eligible to apply for transfer during their probationary period.</p>	<p><b><u>ARTICLE 14: VACANCIES, PROMOTIONS, AND TRANSFER</u></b></p> <p>1407 (a) Employees shall not be eligible to apply for transfer during their probationary period-, <b>except where the posted position is permanent and represents a promotion, or an increase in EFT. A probationary employee who transfers will be required to complete a full probationary period in the new position. This period may be extended if the Employer so requests and the Union agrees.</b></p>
<p><b><u>ARTICLE 15: ANNUAL VACATION</u></b></p> <p>Also refer to Article 31 – Special Provisions re. Part-time Employees.</p> <p>1501 Unless otherwise agreed by the Employer and the employee, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that seven (7) calendar days equals one (1) week of vacation.</p> <p>The vacation year shall be from the 1<sup>st</sup> day of May in one year to the 30<sup>th</sup> day of April the next year. (Applicable dates to be inserted if different than above dates.)</p> <p>Employees will generally not be requested to work during a period of vacation. However, any employee who works during a period of vacation will be compensated at overtime rates in accordance with 1902 (c). For those employees occupying more than one position refer to Article 3206.</p> <p>1501 <b>APPLICABLE AT LUTHER HOME AND BRANDON REGIONAL HEALTH CENTRE</b></p>	<p><b><u>ARTICLE 15: ANNUAL VACATION</u></b></p> <p><b>Revised vacation article to be effective January 1, 2009. Wording of Community Health Agency Collective Agreements vacation article to remain status quo.</b></p> <p>Also refer to Article 31 – Special Provisions re. Part-time Employees.</p> <p>1501 Unless otherwise agreed by the Employer and the employee, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that seven (7) calendar days equals one (1) week of vacation. <b>The employee shall have the right to indicate which day of the week her/his vacation begins.</b></p> <p>The vacation year shall be from the 1<sup>st</sup> day of May in one year to the 30<sup>th</sup> day of April the next year. (Applicable dates to be inserted if different than above dates.)</p> <p>Employees will generally not be requested to work during a period of vacation. <del>However, any employee who works during a period of</del></p>

The vacation year shall be from the 1<sup>st</sup> day of July in the one year to the 30<sup>th</sup> day of June the next year.

1501 APPLICABLE AT BETEL HOME, SEVEN OAKS GENERAL HOSPITAL, MENNO HOME, TABOR HOME AND MIDDLECHURCH HOME OF WINNIPEG

The vacation year shall be from the 1<sup>st</sup> day of April in the one year to the 31<sup>st</sup> day of March the next year.

1503 Annual vacation shall be earned at the rate of:

- 3 weeks per year commencing in the first year of employment
- 4 weeks per year commencing in the fourth year of employment
- 5 weeks per year commencing in the eleventh year of employment
- 6 weeks per year commencing in the twenty-first year of employment

Casual employees will be paid 6% vacation pay.

1505 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:

- 3 weeks per year – 6% of basic pay
- 4 weeks per year – 8% of basic pay
- 5 weeks per year – 10% of basic pay
- 6 weeks per year – 12% of basic pay

1508 An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

1509 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.

1510 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.

1511 In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon

~~vacation will be compensated at overtime rates in accordance with 1902 (c).~~ For those employees occupying more than one position refer to Article 3206.

1501 APPLICABLE AT LUTHER HOME AND BRANDON REGIONAL HEALTH CENTRE **AUTHORITY**

The vacation year shall be from the 1<sup>st</sup> day of July in the one year to the 30<sup>th</sup> day of June the next year.

1501 APPLICABLE AT BETEL HOME, SEVEN OAKS GENERAL HOSPITAL, MENNO HOME, TABOR HOME, **GOLDEN WEST CENTENNIAL LODGE** AND MIDDLECHURCH HOME OF WINNIPEG

The vacation year shall be from the 1<sup>st</sup> day of April in the one year to the 31<sup>st</sup> day of March the next year.

1503 Annual vacation shall be earned at the rate of:

- **Three** (3) weeks per year - commencing in the first year of employment
- **Four** (4) weeks per year - commencing in the fourth year of employment
- **Five** (5) weeks per year - commencing in the eleventh year of employment
- **Six** (6) weeks per year - commencing in the twenty-first year of employment

Casual employees will be paid 6% vacation pay.

1505 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:

- **Three** (3) weeks per year – 6% of basic pay
- **Four** (4) weeks per year – 8% of basic pay
- **Five** (5) weeks per year – 10% of basic pay
- **Six** (6) weeks per year – 12% of basic pay

**NEW  
1508**

**Employees shall be given the opportunity to request remaining unscheduled vacation entitlement by November 15<sup>th</sup> of each year on a first come first serve basis. Any vacation entitlement not requested by November 15<sup>th</sup> may, at the discretion of the Employer, be scheduled by the Employer. The Employer shall post a notice, no later**

as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

Where an employee is subpoenaed for jury duty or is in receipt of WCB benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.

1512 Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation for the purpose of taking such time off for personal reasons, such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling.

1513 An employee's accrued vacation shall be apportioned equitably over the employee's full annual vacation entitlement, except as provided in 1512.

**than November 1<sup>st</sup> of each year, in a prominent area(s) in each facility/worksite indicating the need for employees to request the scheduling of their remaining vacation.**

#### RENUMBER

**1509** An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

**1510** Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.

**1511** Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.

**1512** In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

Where an employee is subpoenaed for jury duty or is in receipt of WCB benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.

**1513** Upon request, an employee may be permitted to retain up to three (3) days of her regular vacation for the purpose of taking such time off for personal reasons, such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling. **Days retained for this purpose are part of the vacation entitlement set forth in Article 1503. Should an employee elect to retain vacation days one (1) week (seven (7) calendar days) of vacation shall be reduced by the number of days retained.**

**1514** An employee's accrued vacation **pay** shall be apportioned equitably over the employee's full annual vacation entitlement, except as provided in **1513**.

**NEW  
1515**

**An employee requested to report to work on a scheduled day of vacation shall receive double time for all hours worked and the vacation day will be rescheduled.**

**A part-time employee who requests to work and who works additional hours on a non-scheduled vacation day will be paid at the straight time rate. A part-time employee requested by the Employer to work, and who works additional hours on a non-scheduled vacation day, shall receive double time for all hours worked.**

**NEW  
1516**

**Long Service Recognition – Vacation**

**Effective April 1, 2009**

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

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

**Employees whose anniversary date falls in the period April 1, 2008 to March 31, 2009, will be entitled to receive this benefit in the 2009 calendar year.**

**ARTICLE 16: GENERAL HOLIDAYS**

Also refer to Article 31 – Special Provisions re. Part-time Employees.

1601 The following are recognized as general holidays ... at the basic rate shall be granted in lieu:

- |                                              |                                        |
|----------------------------------------------|----------------------------------------|
| New Year's Day<br>(January 1 <sup>st</sup> ) | Victoria Day                           |
| Good Friday                                  | August Civic Holiday                   |
| Easter Monday                                | Thanksgiving Day                       |
| Canada Day                                   | Christmas Day (Dec. 25 <sup>th</sup> ) |
| Labour Day                                   | Boxing Day                             |
| Remembrance Day                              |                                        |

**ARTICLE 16: GENERAL HOLIDAYS**

Also refer to Article 31 – Special Provisions re. Part-time Employees.

1601 The following are recognized as general holidays ... at the basic rate shall be granted in lieu:

- |                                              |                                        |
|----------------------------------------------|----------------------------------------|
| New Year's Day<br>(January 1 <sup>st</sup> ) | Victoria Day                           |
| Good Friday                                  | August Civic Holiday                   |
| Easter Monday                                | Thanksgiving Day                       |
| Canada Day ( <b>July 1<sup>st</sup></b> )    | Christmas Day (Dec. 25 <sup>th</sup> ) |
| Labour Day                                   | Boxing Day                             |
| Remembrance Day                              | <b>Jour de Louis Riel Day</b>          |

## **ARTICLE 17: LEAVE OF ABSENCE**

### 1705 Parental Leave – Maternity

An employee shall receive Maternity leave of seventeen (17) weeks and Parental Leave of up to thirty-seven (37) weeks without pay, subject to the following conditions:

- (a) An employee...
- (b) A written request...
- (c) Where an...
- (d) A full-time employee...
- (e) During the seventeen (17) week...

## **ARTICLE 17: LEAVE OF ABSENCE**

### 1705 Parental Leave – Maternity

#### **A) Plan A**

An employee shall receive Maternity leave of seventeen (17) weeks and Parental Leave of up to thirty-seven (37) weeks without pay, subject to the following conditions:

- (a) An employee...
- (b) A written request...
- (c) Where an...
- (d) A full-time employee...
- (e) During the seventeen (17) week...

#### **B) Plan B**

**Effective April 1, 2010, the following (Plan B) provision, upon application, is applicable to employees commencing a maternity leave on or after April 1, 2010.**  
**\*\*Riverview Health Centre – Current wording 1704 (5) shall remain in effect.**  
**\*\*Klinik Inc. – status quo.**

- 1. In order to qualify for Plan B, a pregnant employee must:**
  - (a) have completed six (6) continuous months of employment with the Employer;**
  - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by 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 HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.**

- 2. An applicant for Maternity Leave under Plan B must sign an**

**agreement with the Employer providing that:**

- (a) 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.**

**3. An employee who qualifies is entitled to a maternity leave consisting of:**

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 1705 A) (e);**
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 1705 A) (e);**
- (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.**

	<p>4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:</p> <p>(a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;</p> <p>(b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;</p> <p>(c) all other time as may be provided under Article 17, shall be on a leave without pay basis.</p> <p>5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.</p> <p>6. Plan B does not apply to temporary employees.</p> <p>7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.</p>
	<p><b>17XX</b> Sections 52 through 57.1(2) inclusive and Section 60 of the <i>Employment Standards Code</i> respecting maternity leave shall apply.</p>
<p>1709 <u>Bereavement Leave</u></p> <p>An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, stepparent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancé and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and</p>	<p>1709 <u>Bereavement Leave</u></p> <p>An employee shall be granted up to four (4) regularly scheduled consecutive days ...and other relative who has <b>had recently</b> been residing in the same household. ... Bereavement leave may be extended by up to 2 additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral. <b>One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.</b></p>

	including the day following interment or four (4) calendar days following the death, whichever is greater. Bereavement leave may be extended by up to 2 additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral.	
1710	Necessary time off up to one day at basic pay will be granted an employee to attend a funeral as a pallbearer.  Necessary time off up to one day at basic pay may be granted an employee to attend a funeral as a mourner.	1710 Necessary time off up to one day at basic pay will be granted an employee to attend a funeral as a pallbearer.  Necessary time off up to one (1) day at basic pay may be granted an employee to attend <b>either</b> a funeral <b>or initial memorial service</b> as a mourner.
1715	Upon at least two (2) weeks (or more if reasonably possible), prior written request to the Employer, an employee elected or appointed to represent the Union at a Convention or other Union function, shall be granted necessary leave of absence, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department for this purpose. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union.	1715 Upon at least two (2) weeks (or more if reasonably possible), prior written request to the Employer, an employee elected or appointed to represent the Union at a Convention or other Union function, shall be granted necessary leave of absence, provided that unless otherwise mutually agreed, not more than one (1) employee is absent at the same time from the same department for this purpose. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union. <b>The Union will provide the Employer with written confirmation of dates requested.</b>
1716	An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave may be renewed each year, on request, during her term of office. Such employee may receive her pay and benefits as provided for in this agreement subject to total recovery of payroll and related costs by the Employer from the Union.	1716 An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave <del>may</del> <b>shall</b> be renewed each year, on request, during her term of office. Such employee may receive her pay and benefits as provided for in this agreement subject to total recovery of payroll and related costs by the Employer from the Union.
		NEW 1721 <b>Two (2) days of leave (scheduled daily hours to a maximum of 15, 15.5 or 16 hours as applicable) without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.</b>  <b>This leave shall be taken within the two (2) calendar weeks following the child's date of birth or arrival in the home.</b>  <b>To apply to all Community Clinics agreements as well, except for Klinik, Inc.</b>

**ARTICLE 18: HOURS OF WORK**

1805 Shift schedules for each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee except as provided for in 1302 (c). Where seven (7) calendar days of such notice is not given the employee, she shall receive payment at the applicable overtime rate for all such work performed.

**ARTICLE 19: OVERTIME**

1908 An employee required to work overtime for a period in excess of two hours immediately following her hours of work shall be supplied with a meal and if this is not possible, a payment of \$5.00 will be made in lieu.

**ARTICLE 21: SALARIES AND INCREMENTS**

2106 On Call Premium

An employee who is designated by the Employer to be available on call, immediately available by telephone contact to report to work without undue delay, shall be entitled to payment of one (1) hour's basic pay for each eight (8) hour period or a pro rata payment for any portion thereof.

\*\*Not applicable to Riverview Health Centre.

The employee will leave her employment immediately after she has completed the work for which she was called and resume her "on call" status.

The "on call" premium will not apply during any period when the employee is performing duties at the site.

**ARTICLE 23: LAY OFF AND RECALL**

2306 (d) The employee shall be paid four and one-quarter (4.25%) 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 paycheque;

**ARTICLE 18: HOURS OF WORK**

1805 Status quo. LRS to provide direction to Employers concerning the need to communicate to employees when shift schedule is altered.

**ARTICLE 19: OVERTIME**

1908 An employee required to work overtime for a period in excess of two hours immediately following her hours of work shall be supplied with a meal and if this is not possible, a payment of ~~\$5.00~~ **\$7.00 (increasing to \$7.00 effective January 1, 2009)** will be made in lieu.

**\*\*Not applicable to Riverview Health Centre.**

**ARTICLE 21: SALARIES AND INCREMENTS**

2106 On Call Premium

(Applicable to Mount Carmel Clinic on April 1, 2010)

An employee who is designated by the Employer to be available on call, immediately available by telephone contact to report to work without undue delay, shall be entitled to payment of one (1) hour's basic pay **(two (2) hour's basic pay effective April 1, 2010)** for each eight (8) hour period or a pro rata payment for any portion thereof.

\*\*Not applicable to Riverview Health Centre.

NEW  
2109

**When an employee reports to work and is requested to work in a lower paid classification the employee shall be paid her current rate of pay.**

**ARTICLE 23: LAY OFF AND RECALL**

2306 (d) The employee shall be paid ~~four and one-quarter (4.25%)~~ **four point six two percent (4.62%)** 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 paycheque; **[five percent (5%) at Klinik, Inc. and Women's Health Clinic]**

**ARTICLE 24: TRANSPORTATION ALLOWANCE**

2401 For employees required to use their own personal vehicle for the facility business which has been pre-authorized by the Employer: the mileage rate shall be as per the Employer's approved rate for out-of-town trips; three dollars (\$3.00) for in-town trips.

**ARTICLE 24: TRANSPORTATION ALLOWANCE**

2401 **Effective January 1, 2009,** For employees required to use their personal vehicle for ~~facility~~ **Employer** business which has been pre-authorized by the Employer: ~~the mileage rate shall be as per the Employer's approved rate for out-of-town trips; three dollars (\$3.00) for in-town trips.~~, **shall be reimbursed in accordance with the prevailing Province of Manitoba mileage rates with a minimum payment of \$3.50 per return trip.**

2401 APPLICABLE AT SEVEN OAKS GENERAL HOSPITAL ONLY

**Amend to reflect negotiated change of rate.**

(b) Use her own vehicle during the course of her duties, the Employer will reimburse the employee at the mileage rate specified in Article 2107.

2401 APPLICABLE TO WRHA – HSC ONLY

**Amend to reflect negotiated change of rate.**

(b) Return to the facility on a callback and if public transportation is not readily available the Employer will reimburse the taxi fare or pay a mileage allowance of twenty-seven point thirty-three cents (\$0.2733) per kilometre, for the use of her personal motor vehicle, increasing to thirty-seven point four cents (\$0.374) per kilometre effective date of ratification of the Collective Agreement.

(c) Use her own vehicle during the course of her duties, the Employer will reimburse the employee at the rate of twenty-seven point thirty-three cents (\$0.2733) per kilometre, for all mileage as accumulated, increasing to thirty-seven point four cents (\$0.374) per kilometre effective date of ratification of the Collective Agreement.

**ARTICLE 25 – TERMINATIONS**

2503 The Employer may give equivalent basic pay in lieu of notice or deduct from an employee's terminal pay an amount equal to her basic pay for the period which she gives inadequate notice of termination.

**ARTICLE 25 – TERMINATIONS**

2503 The Employer may give equivalent basic pay in lieu of notice. ~~or deduct from an employee's terminal pay an amount equal to her basic pay for the period which she gives inadequate notice of termination.~~

**ARTICLE 26: DISCHARGE, SUSPENSION,  
DISCIPLINE AND ACCESS TO PERSONNEL FILE**

2605 An employee accompanied by a Union representative if she so elects, may examine her personnel file on request. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.

**ARTICLE 27: COMMITTEES**

2704 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

2706 The Employer and the Union agree that no form of violence against employees will be condoned in the workplace. Both parties will work together to recognize and resolve such problems as they arise.

Any employee, who believes a situation may become abusive, shall report same to the immediate supervisor. Every reasonable effort will be made to rectify these situations to the mutual satisfaction of the parties.

Employees are encouraged to review the Violence in the Workplace Policy jointly developed by the Employer and the Union in the Employer's Policy Manual or available from a member of the Local Union Executive.

**ARTICLE 30: UNIFORM/CLOTHING ALLOWANCE**

3003 Where the Employer requires that safety shoes be worn, the employee shall be provided with a safety shoe allowance to a maximum of \$75 per year upon presentation of a receipt. New employees will receive the allowance upon completion of their probationary period. An employee must wear safety shoes at all times while at work.

**ARTICLE 26: DISCHARGE, SUSPENSION,  
DISCIPLINE AND ACCESS TO PERSONNEL FILE**

2605 An employee, accompanied by a Union representative if she so elects, may examine her personnel file, on request **within seven (7) calendar days**. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.

**ARTICLE 27: COMMITTEES**

2704 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining... discussions and conclusions.

**NEW The Parties agree that it is within the jurisdiction of the Labour/ Management Committee to review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.**

Amend 3<sup>rd</sup> paragraph of 2706 as follows:

2706 Employees are encouraged to review the ~~Violence in the Workplace~~ **Respectful Workplace Policy** jointly developed by the Employer and the Union in ~~available through the Employer's Policy Manual or available from a member of the Local Union Executive.~~ **Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.**

**ARTICLE 30: UNIFORM/CLOTHING ALLOWANCE**

3003 Where the Employer requires that safety shoes be worn, the employee shall be provided with a safety shoe allowance to a maximum of ~~\$75~~ **one hundred dollars (\$100) (effective January 1, 2009)** per year upon presentation of a receipt. New employees will receive the allowance upon completion of their probationary period. An employee must wear safety shoes at all times while at work.

**ARTICLE 31: SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES**

3103 Annual Vacations

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

Hours Paid at Regular Rate of Pay X  
Entitlement of a Full-time

Full-time Hours Employee

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

3104 Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee. A part-time employee's accrued vacation shall be apportioned equitably over the employee's full annual vacation entitlement, except as provided in 1512.

3105 General Holidays

Part-time employees will be paid four point two five percent (4.25%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular paycheque.

Effective October 1, 2002, general holiday pay earned in accordance with 3105 shall be considered as paid hours for the purpose of accruing seniority.

3110 (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Part-time employees will not be provided preference for additional hours during the employee's scheduled vacation period. Such additional hours shall be divided as equitably as possible as follows:

**ARTICLE 31: SPECIAL PROVISIONS RE. PART-TIME EMPLOYEES**

3103 Annual Vacations

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

Hours Paid at Regular Rate of Pay X  
Entitlement of a Full-time

Full-time Hours Employee

Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern ~~rate~~ **the amount** of vacation pay for the current vacation year.

3104 (a) Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee. A part-time employee's accrued vacation **pay** shall be apportioned equitably over the employee's full annual vacation entitlement, except as provided in 1512.

NEW

(b) **Part-time employees working additional shifts accrue additional vacation pay, not additional vacation time.**

3105 General Holidays

Part-time employees will be paid ~~four point two five percent (4.25%)~~ **four point six two (4.62%)** of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular paycheque. **[five percent (5%) at Klinik, Inc. and Women's Health Clinic]**

~~Effective October 1, 2002,~~ General holiday pay earned in accordance with 3105 shall be considered as paid hours for the purpose of accruing seniority.

3110 (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. ~~Part-time employees will not be provided preference for additional hours during the employee's scheduled vacation period.~~ Such additional hours shall be divided as equitably as possible as follows:

- i) first among those employees meeting the provisions above within the unit/department within the site, then;
- ii) among those employees within the remainder of site.

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

- (b) Should the part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer.
- (c)
  1. Where a part-time...
  2. Additional casual hours...
  3. Additional casual hours worked...
  4. No benefits other than...
  5. When a part-time employee...

**\*\*Note:** Same sentence deletion to apply to HSC collective agreement.

NEW

- (d) **A part-time employee who works additional available hours in a lower paid classification shall be remunerated in accordance with Article 1405. An employee who works additional available hours in a higher classification shall be remunerated in accordance with Article 1404 (a).**

**ARTICLE 33: SPECIAL PROVISIONS RE. CASUAL EMPLOYEES**

3301 (k) A casual employee shall be entitled to pay for a General Holiday provided that she earned wages during fifteen (15) of the thirty (30) calendar days immediately preceding the date of the General Holiday. Should the employee qualify for pay for a General Holiday, she shall be paid an average of daily earnings during the thirty (30) calendar day period.

3301 (l) A full-time or part-time employee who resigns and who is immediately rehired as a casual employee shall be paid at the same increment step as she received in her former position.

**ARTICLE 33: SPECIAL PROVISIONS RE. CASUAL EMPLOYEES**

3301 (k) A casual employee shall be entitled to pay for a General Holiday provided that she earned wages during fifteen (15) of the thirty (30) calendar days immediately preceding the date of the General Holiday. Should the employee qualify for pay for a General Holiday, she shall be paid an average of daily earnings during the thirty (30) calendar day period. **Amend to reflect 4.62% pay. 5% at Clinic Inc. and Women's Health Clinic.**

3301 (l) A full-time or part-time employee who resigns and who, **within thirty (30) calendar days**, is ~~immediately~~ rehired as a casual employee shall be paid at the same increment step as she received in her former position.

NEW

**ARTICLE 35: OVERPAYMENTS**

3501 **The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good**

faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
- (b) The proposed recovery is made in as fair and reasonable a manner as possible, and;
- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and employee.

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

**HOUSEKEEPING**

Facility and Site Summary

**ASSINIBOINE REGIONAL HEALTH AUTHORITY – LOCAL 4593**

- Souris District Health Centre (includes Hospital and PCH – Treherne)
- Tiger Hills Health District (includes Hospital and PCH)

**HOUSEKEEPING**

In the Facility and Site Summary the following changes must be made:

**ASSINIBOINE REGIONAL HEALTH AUTHORITY – LOCAL 4593**

- Souris District Health Centre (includes Hospital and PCH – ~~Treherne~~)
- Tiger Hills Health District (includes Hospital and PCH – **Treherne**)

Treherne is connected to Tiger Hills HD not Souris District Hospital.

**INTERLAKE REGIONAL HEALTH AUTHORITY – LOCAL 4214**

E.M. Crowe Health Centre (includes Hospital and PCH)  
Eriksdale Personal Care Home

**INTERLAKE REGIONAL HEALTH AUTHORITY – LOCAL 4214**

E.M. Crowe Health Centre (includes Hospital and PCH)  
~~Eriksdale Personal Care Home~~

Remove reference to Eriksdale Personal Care Home (already listed under E.M. Crowe Health Centre)

**PARKLAND REGIONAL HEALTH AUTHORITY – L.4606**

Dauphin Regional Health Centre (includes Dauphin General Hospital, Parkland Regional Hospital Laundry Ltd. and Dauphin PCH)

**PARKLAND REGIONAL HEALTH AUTHORITY – L.4606**

~~Dauphin Regional Health Centre (includes Dauphin General Hospital, Parkland Regional Hospital Laundry Ltd. and Dauphin PCH)~~

Gilbert Plains District Health Centre  
Grandview District Hospital and PCH  
Roblin and District Health Centre (includes Hospital & PCH)

EMPLOYERS UNDER A SERVICE AGREEMENT

Betel Home Foundation (non-devolved facility within Interlake RHA) Local 1912  
Dinsdale Personal Care Home (non-devolved facility within Brandon RHA) Local 3050  
McCreary Alonsa Health Centre (non-devolved facility within Parkland RHA) Local 2283  
Menno Home for the Aged (non-devolved facility within South Eastman RHA) Local 2619  
Rock Lake Health District (non-devolved facility within Central RHA – includes Rock Lake Hospital, Prairie View Lodge, and Medical Clinic) Local 3117  
Tabor Home Inc. (non-devolved facility within Central Manitoba RHA) Local 4270

~~Gilbert Plains District Health Centre  
Grandview District Hospital and PCH  
Roblin and District Health Centre (includes Hospital and PCH)~~

EMPLOYERS UNDER A SERVICE AGREEMENT

Betel Home Foundation (non-devolved facility within Interlake RHA) Local 1912  
Dinsdale Personal Care Home (non-devolved facility within Brandon RHA) Local 3050  
McCreary Alonsa Health Centre (non-devolved facility within Parkland RHA) Local 2283  
Menno Home for the Aged (non-devolved facility within South Eastman RHA) Local 2619  
Rock Lake Health District (non-devolved facility within Central RHA – includes Rock Lake Hospital, Prairie View Lodge, and Medical Clinic) Local 3117  
**St. Paul's Home (non-devolved facility within Parkland RHA) Local 3028**  
Tabor Home Inc. (non-devolved facility within Central Manitoba RHA) Local 4270

**All Letters of Understanding to be renewed (#05-01 to #05-13), except LOU #05-03-A re. General Wage Standardization Fund.**

NEW

**LETTER OF UNDERSTANDING 08-XX**

**RE: UTILIZATION OF EMPLOYEE PORTION OF EMPLOYMENT INSURANCE (EI) REBATE, TRAINING AND EDUCATION FUND**

The Parties agree that, three (3) pay periods following date of ratification, the employee portion of the EI rebate will be directed to a provincial training and education fund. The training and education fund will be administered by the CUPE Provincial Health Care Council (PHCC). It will be the responsibility of the PHCC to establish Terms of Reference for the administration of the training and education fund including guidelines for the allocation and distribution of the monetary resources. It is understood that the fundamental purpose of the training and education fund is to assist employees in upgrading their skills and education to further their careers in health care and to enhance the availability of qualified employees within the provincial health care sector.

NEW

**LETTER OF UNDERSTANDING 08-XX**

**RE: ARTICLE 35 – OVERPAYMENTS**

*(This LOU is intended to assist with the application of Article 35 – Overpayments.)*

**The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.**

- Where the value of overpayment is ten (10%) percent or less of the employee's normal biweekly gross earnings and is less than one hundred and fifty dollars (\$150.00) a detailed breakdown and a proposed recovery schedule will be included with the letter to the employee and a copy provided to the Union.
  - For payments that exceed ten (10%) percent of the employee's normal biweekly gross earnings and is more than one hundred and fifty (\$150.00) dollars, a detailed breakdown of the error will be included with the letter and a meeting will be scheduled with the employee and the Union to discuss a proposed recovery schedule as soon as practicable.
- 

NEW

**Memorandum of Understanding 08-XX**

**RE: PROVINCIAL FACILITY SUPPORT SECTOR ADVISORY COMMITTEE**

The Parties acknowledge that in order to support the delivery of effective patient/resident care, it is necessary to have an adequate supply of trained employees. The Parties acknowledge that availability of qualified employees may differ throughout the province and there may need to be consideration of unique regional challenges.

Therefore the Parties agree to establish a Provincial Facility Support Sector Advisory Committee with representation from the Employers and the Unions. Union representation shall be a maximum of six (6) Business Representatives or elected union officials. The Committee shall meet quarterly, the purpose of which will be:

- To identify classifications that are experiencing current or anticipated shortages of trained staff including, but not limited to, Health Care Aide, Sterile Processing Technician and Coding Technologist;
- To identify training requirements in order to address current or anticipated shortages;
- To recommend strategies to facilitate the availability and accessibility of training programs;
- To consider other systematic staffing issues that may be raised by Committee members;
- To present its findings and recommendations to the Regional Health Authorities of Manitoba (RHAM) prior to the expiration date of the collective agreement.

The Provincial Facility Support Sector Advisory Committee will commence meeting within ninety (90) days of all Unions' ratification of the 2008 negotiated agreement.

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

The Provincial Facility Support Sector Advisory Committee will be in existence for the duration of the collective agreement and will be extended if agreed to between the Parties.

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NEW

**Memorandum of Understanding 08-XX**

**RE: PENSION OR BENEFIT PLAN IMPROVEMENTS**

During the term of the 2008 to 2012 collective agreement, should another health care union receive enhanced pension or benefit plan improvements, the facility support unions will also receive the same enhancements at the same time.

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NEW

Memorandum of Intent 08-XX

**RE: MAINTENANCE OF WAGE STANDARDIZATION**

**WHEREAS Health Care Employers represented by the Labour Relations Secretariat and Health Care Unions (hereinafter “the Parties”) have negotiated provisions to work toward the attainment of wage standardization in the facility support sector for classifications performing the same duties;**

**AND WHEREAS Phase II of the Wage Standardization initiative will be concluded on March 31, 2009;**

**AND WHEREAS the Parties agree that Wage Standardization must be maintained while at the same time recognizing that bona fide and significant changes to an employee’s or group of employees job content may result in a request for review of the wage scale;**

**THEREFORE the Parties agree to establish a joint committee within sixty (60) days of ratification of the final facility support collective agreement in 2008. The mandate of the joint committee is to develop a process, including a dispute resolution mechanism, to deal with changes in job content or qualification requirements consistent with the stated purpose of ensuring the maintenance of wage standardization. The time frame for the joint committee to conclude its deliberations is ninety (90) days from its first meeting.**

**WAGES**

April 1, 2008	2.90%	<b>Retroactivity will be paid on all paid hours to all employees working during the retroactivity period. Staff who do not currently work for the Employer are required to request such retroactivity pay in writing within ninety (90) calendar days of ratification.</b>
April 1, 2009	2.90%	
April 1, 2010	2.90%	
April 1, 2011	2.90%	

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