

COLLECTIVE AGREEMENT

-Between-

**MANITOBA ASSOCIATION OF
HEALTH CARE PROFESSIONALS**

-and-

**SOUTH EASTMAN/SANTÉ SUD-EST
INC.**

For the Period April 1, 2006 to March 31, 2010

THIS COLLECTIVE AGREEMENT

**BETWEEN
THE MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(Herein called the "Association")**

-and-

**South Eastman Health/Santé Sud-Est 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-5592 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

Where ever 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 *The list will be reviewed and completed during the life of the agreement.

AC(R) – Advanced Certification, Radiography (certified by & currently registered with CAMRT)

ARCT Advanced Registered Cardiology Technologist (certified by & currently registered with CSCT)

ARDMS – American Registry of Diagnostic Medical Sonographers

ART – Advanced Registered Technologist (certified by & currently registered with CSMLS)

BSc - Bachelor of Science

CAMRT – Canadian Association of Medical Radiation Technologists

CMLTM – College of Laboratory Technologists of Manitoba

CSCT – Canadian Society of Cardiology Technologists

CSMLS – Canadian Society for Medical Laboratory Science

EKG/ECG - Electrocardiograph

EMR – Emergency Medical Responder

FCAMRT – Fellowship (certified by & currently registered with CAMRT)

FCSMLS - Fellowship of the Canadian Society for Medical Laboratory Science

LCSMLS – Licentiate, certified by and currently registered with the CSMLS

MARD – Manitoba Association of Registered Dietitians

MSc – Master of Science

MSHA – Manitoba Speech and Hearing Association

PhD – Doctorate

RCT – Registered Cardiology Technologist (Certified and currently registered with CSCT)

RN – Registered Nurse

RTR – Registered Technologist (certified by and currently registered with CAMRT)

RRC – Red River College

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 Probationary Employee - means an employee who has not completed three (3) months continuous full-time or part-time employment. Until such time as an employee has completed her probation period, she may be subject to discharge for just cause without recourse to the grievance procedure. In the event that an employee is to be discharged during the probation period, written notice shall be served to the employee and the Association. The probation period for 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 WCB 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 for a particular project or special assignment may be required to complete the term, project, or assignment for which she was engaged before being considered for another position within the bargaining unit. At the conclusion of the term for which she was engaged, the temporary employee shall be entitled to exercise her seniority rights when applying for vacant positions for which she is qualified.
- c) 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.
- d) A temporary employee may not be eligible for transfer during her probationary period.
- e) A temporary employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position within the bargaining unit if that position is within a different discipline (laboratory) or specialized area of practice.

- f) A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.
- g) 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.
- h) 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.
- i) A temporary employee is entitled to all provisions of the collective agreement unless otherwise specified.

Casual Employees

- 209 Casual Employee - means an employee who is called in occasionally by the Employer to:
- a) replace a full-time or part-time employee, or
 - b) to supplement regular staff coverage in situations of unforeseen staff shortages.

The terms of this Collective Agreement shall not apply to casual employees except as provided below.

- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of 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 The term “site” shall mean the facility(ies)/program(s) within the Regional Health Authority as listed in Appendix B.

The term “location “ shall mean the base of operation within the community Health Program site as listed in Appendix B.

213 A shift shall mean the regular daily hours of work established under 701.

214 Transfer means a change by an employee from one position to another position with the same salary range.

215 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 rates 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 the job description and give a decision as to the validity of the request.
- f) If the decision in (e) is not satisfactory to the employee, 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 substantial change in job content.

303 The Employer agrees to provide the Association with a current copy of job descriptions for all classifications which fall within the scope of this Agreement within sixty (60) days of signing.

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

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" and "B" 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 for incremental purposes shall be the date on which she last commenced employment with the Employer.

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

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:

	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
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 1885
Annual rates = hourly rates x 2015
Annual rates = gross 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 up to two (2) years
 - 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 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 of absence 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 and where reasonably possible, site (for the Community Health Program: location and then site).

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 and where reasonably possible, site (for the Community Health Program: location, and then site).

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.

ARTICLE 7: HOURS OF WORK AND SHIFT SCHEDULES

- 701 Regular full-time hours of work will be: (see Appendix C)
- a) Seven and three-quarter ($7 \frac{3}{4}$) consecutive hours per day. An average of seventy-seven and one-half ($77 \frac{1}{2}$) hours per bi-weekly period.
 - b) Seven and one-half ($7 \frac{1}{2}$) consecutive hours per day. An average of seventy-five (75) hours per bi-weekly period.
 - c) Seven and one-quarter ($7 \frac{1}{4}$) consecutive hours per day. An average of seventy-two and one-half ($72 \frac{1}{2}$) hours per bi-weekly period.
- 702 Regular hours of work shall be deemed to:
- a) Include a rest period of twenty (20) minutes to be scheduled by the Employer during each continuous three hour period of duty.
 - b) Exclude a meal period of at least thirty (30) minutes to be scheduled by the Employer during each working 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 Except by mutual agreement between a majority of the employees affected and the Employer, shift schedules shall provide for:
- a) not less than fifteen (15) hours off between shifts;
 - b) not less than eight (8) days off in any two consecutive pay periods;
 - c) not more than eight (8) consecutive working days, and whenever possible, seven (7) or less.
- 707 Except by mutual agreement between a majority of employees and the Employer, shift schedules shall provide for as many weekends off as is reasonably possible with each employee receiving a minimum of one (1) weekend off in three.
- 708 Whenever reasonably possible, days off shall be granted consecutively.
- 709 Unless given seven (7) days notice, a full-time employee who works on a day which she was not scheduled to work shall be paid the greater of double time or overtime rates. This provision shall not apply to callbacks when the employee is on standby.
- 710 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.
- 711 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.

- 712 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.

- 713 Upon request, an employee who is required to commence or terminate her shift between 0001 hours and 0600 hours, and who does not have her own transportation, will have transportation provided by the Employer.

- 714 An employee who is required to remain on duty or return to work during her meal period shall be paid at overtime rates for that entire meal period.

715 Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one hour of the start of the shift, she shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

716 **Self-Scheduling and/or Flex-Time**

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 21, 2003, shall be deemed to have received 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 There will be no payment for occasional overtime periods of less than fifteen (15) minutes in a day unless scheduled.

805 Overtime rates shall be:

- a) one and one-half (1 1/2) times the basic rate of pay for the first 3 hours of authorized overtime in any one day;
- b) two (2) times the basic rate of pay for authorized overtime in excess of three (3) hours in any one (1) day;
- c) two (2) times the basic rate of pay during the second of two consecutive shifts;
- d) two and one-half (2 1/2) times the basic rate on a general holiday

806 If mutually agreed upon, an employee may be granted paid time off equivalent to and in lieu of the overtime payment to which she would otherwise be entitled.

807 Where an employee who would otherwise miss a meal by virtue of being required to work for more than two (2) hours of overtime, said overtime period commencing no more than one hour following her regular shift or ending no more than one (1) hour preceding her regular shift, she shall be provided with a meal allowance of \$5.00. (For community-based programs the current per diem rate to apply.)

808 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 when other employees who are capable and qualified to perform the duties are willing and available to perform the required work.

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.

812 **Telephone Consultation(s)**

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

- a) An employee who has not completed her regular daily or bi-weekly hours of work shall be paid at her basic rate of pay for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at her basic rate of pay for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond 15 minutes shall be compensated at the next higher 15-minute interval.
- b) An employee who has completed her regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond 15 minutes shall be compensated at the next higher 15-minute interval.

- c) For purposes of calculation as per a) and b) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
- d) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.

ARTICLE 9: STANDBY AND CALLBACKS

- 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) hours' basic pay for each eight (8) hour period, or a pro rata payment for any portion thereof.
- 903 When an employee is called back to work she shall be paid an amount equal to three (3) hours at overtime rates with the understanding that the double time overtime rate shall be applicable only to those hours (if any) actually worked by an employee while on callback which exceeds three (3) hours in any one day.
- 904 a) 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 reimbursed in accordance with the Province of Manitoba mileage rates for use of a personal motor vehicle, subject to a minimum mileage payment of

\$5.00 and a maximum mileage payment of \$10.00 per return trip.

- b) An employee who is required by the Employer to use a personal motor vehicle as a condition of employment shall be compensated as follows:
 - (i) The Employer shall reimburse the employee for all business related parking.
 - (ii) When traveling on authorized Employer business, the Employer shall reimburse employees thirty-four point six cents (\$0.394) per kilometer (south of the 53rd parallel), and thirty-eight point six cents (\$0.438) per kilometer (north of the 53rd parallel), subject to a minimum payment of six dollars (\$6.00) for a return trip or three dollars (\$3.00) for a one way trip.
 - (iii) When the Province of Manitoba mileage rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.
 - (iv) An employee required to travel on behalf of the Employer shall be reimbursed for accommodation expenses while out of town, 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. The Per Diem allowance covering reimbursement for all meals, snacks, gratuities, personal telephone calls and other incidental expenses is payable to the

employees for each full day in “travel status” with no requirement for receipts. Where no overnight accommodation is required, an employee may claim for the appropriate individual meal allowance only. On part days in “travel status”, the incidentals allowance shall be paid for either the first day or the last day of each absence from the Employer.

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

- 905 a) A callback is defined as a call to return to work, received by an employee during the period between completion of regularly scheduled hours of work and subsequent starting time. A callback shall be calculated from the time the employee arrives at the place of employment until all callback work has been completed as confirmed with the supervisor in charge. A callback is a call to return to the place of employment for emergency procedures and not relating to a particular patient.
- b) When an employee returning on a callback who is on route and the callback is cancelled, that employee shall be paid for not less than one hour at straight time rates.
- 906 The Employer shall provide suitable parking facilities for employees who are required to return to the place of employment on a callback.

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) Any 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 210.
- 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 the first (1st) day of April and the (31st) day of March.

1102 The whole of the calendar year shall be available for vacations to be taken.

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

<u>LENGTH OF EMPLOYMENT</u>	<u>RATE AT WHICH VACATION EARNED</u>
In the first 3 years	15 days per year
In the 4 th to 10 th year	20 days per year
In the 11 th to the 20 th year	25 days per year
In the 21 st and subsequent	30 days per year

1105 For employees whose twentieth (20th) anniversary falls on or after January 1, 1990, one additional week's vacation will be granted to an employee. Such additional vacation shall be taken in the vacation year during which the anniversary will occur.

1106 An employee who has not completed one (1) year's continuous employment as at March 31st shall be granted a pro-rata vacation.

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

1108 The Employer will post an approved vacation schedule not later than March 31st, 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 Worker's 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 Worker's Compensation Board subject to 1212A or by Manitoba Public Insurance (MPI) as a result of a motor vehicle accident subject to 1212B, 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 make every effort to inform her supervisor prior to her scheduled shift. An employee returning to work following an absence of one (1) week or more shall

provide a minimum of 48 hours notice, or less if mutually agreeable, prior to returning to work.

- 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, or other recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated income protection to the nearest one-quarter hour. When non local resources are utilized, a maximum of one (1) day may be claimed from income protection.
- 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 (WCB). Workers' Compensation payment will be paid directly to the employee by the WCB.

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 the Manitoba Public Insurance that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the 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 as paid sick leave granted but not earned.

ARTICLE 13: BEREAVEMENT AND COMPASSIONATE LEAVE

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

1302 Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of the death of a spouse, live-in partner, child, step-child, parent, step-parent, sibling, step-sibling, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé and any other relative who resides in the same household. Unless other arrangements have been made, such days may be taken only in the period which extends from the date of notification of death up to and including the day following funeral proceedings.

One (1) bereavement leave day may be retained for use in the case where actual interment or cremation is at a later date.

1303 Where travel in excess of two hundred (200) km. is required, bereavement leave shall be extended by up to two (2) additional working days.

1304 a) Necessary time off up to one day without loss of pay shall be granted an employee to attend a funeral as a pallbearer.

b) Subject to operational requirements, every reasonable effort shall be made to grant leave of absence without loss of pay of up to one (1) day to an employee to attend a funeral as a mourner.

1305 Compassionate leave or bereavement leave with or without pay may be granted in other unusual circumstances.

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 |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas 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.

(RE: Community Health Program – past practice re: Dec 24 afternoons will continue.)

- 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 off 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, and consecutive with days off.
- 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 The Employer agrees to distribute time off as equitably as possible over Christmas and New Year endeavouring to grant each employee as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.
- 1407 If a General Holiday falls on an employee's day off, or during her annual vacation, she shall be granted an alternative day off with basic pay at a time mutually agreeable to the employee and the Employer. Failing mutual agreement, pay shall be granted in lieu.

ARTICLE 15: RESPONSIBILITY PAY

- 1501 An employee who is appointed to a senior position for a period of one shift or more shall be paid a rate in the higher salary range which is at least five (5) percent 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 An employee shall be entitled to necessary time off to attend Citizenship Court to become a Canadian Citizen.
- 1605 Upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in a federal, provincial or municipal election. An employee who is elected to public office shall be granted leave of absence without pay for the term of her office.
- 1606 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.
- 1607 Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.
- 1608 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.
- 1609 An employee on any leave of absence up to one (1) year covered by this collective agreement shall have the right to return to her former classification. The Employer shall make every reasonable effort to assure that the employee returns to her former position.

1610 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.

1611 Career Development

A) The Employer and the Association mutually recognize that additional and continuing education of employees is desirable as a means of enhancing patient care and improving the effectiveness of employee performance.

B) Leave of absence with or without pay may be granted for educational programs approved by the Employer subject to the following conditions:

(i) Leave with salary may, at the discretion of the Employer, be granted to employees who apply for leave to take an educational course recognized by the Employer, in order to perform current or anticipated duties more effectively.

(ii) Application shall be made in writing to the Employer, including a description of the course or courses to be taken; and the duration of leave applied for, subject to the terms of this Article.

(iii) When an employee qualifies for leave with salary in accordance with B i) above, she shall be paid such portion of her salary not exceeding ten percent (10%) thereof for each

full year of service to a maximum of seventy-five percent (75%) of full salary.

(iv) Educational leave of over one (1) year, is subject to annual review.

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 thereto.

D) During the life of this Agreement, the Employer will attempt to provide the equivalent of five (5) days of inservice education for each employee, during the regular working hours.

E) Where an employee is required to prepare presentations on behalf of the employer for any conference, workshop or seminar, all pre-authorized time spent by the employee on preparing such presentations shall be considered to be time worked.

F) If an employee takes a course outside of working hours, and if before the employee takes the course, her supervisor indicates the course is relevant to her employment, the employer will reimburse the employee for the tuition fee to a limit of \$200 upon successful completion of the course. Proof of successful completion will be required.

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 purposes 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 a 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 (8) 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) weeks 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;
- 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 if she is a full-time employee and seven (7) continuous months of employment with the Employer if she is a part-time employee;
 - 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 she would have otherwise worked in the higher EFT position during the six (6) month period, 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 inclusive of vacation as specified below. 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).

Any vacation earned up to the time of the commencement of leave in accordance with Article 1101 will be retained and will be available to be taken in 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.

1703 Paternity Leave - a male employee shall be entitled to one (1) day leave of absence with pay within seven (7) days of the birth or adoption of his child.

1704 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 meeting with the Employers to conduct joint negotiations, a maximum of sixteen (16) employees will be entitled to leave of absence without loss of regular pay or benefits, to participate in negotiations in which both the Employer and the Association are represented, as follows:

- Regional Health Authorities (to include Employers within the RHA) - Up to two (2) representatives each;
- All Employers within the WRHA - Up to ten (10) representatives in total, with no more than three (3) representatives from any one Employer;
- All other employers - Up to two (2) representatives each.

b) When meeting with the Employers to conduct local negotiations, the number of employees entitled to leave of absence without loss of regular pay or benefits, to participate in negotiations in which both

the Employer and the Association are represented, shall be as follows:

- Regional Health Authorities (to include Employers within the RHA) - Up to two (2) representatives;
- All Employers within the WRHA - Up to three (3) representatives
- All other employers - Up to two (2) representatives.

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. The dues deduction formulae shall be compatible with the Employer's present Payroll system.

- 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 a suitable bulletin board for the posting of notices by the Association, within each building managed/operated by the RHA where members of the bargaining unit are regularly

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 during the period of orientation. 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 and 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 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 of said information shall be sent to Association office.

* See Memorandum of Understanding re: Article 1815

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

Regional Program Manager/Facility Manager or his designate.

- 1904 Within seven (7) days after the grievance has been filed, the Regional Program Manager/Facility Manager 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 RHA Chief Human Resources Officer or designate.
- 1906 Within seven (7) days after receiving the grievance, the RHA Chief Human Resources Officer 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.

2005 Arbitrations are to be heard locally, unless an alternate location is mutually agreed to by the parties.

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 two five (4.25) 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 over casual employees, with such preference being given on the following basis within the sites comprising the Regional Health Authority:

a) first, among those employees within that site;

b) second, among those employees from other sites comprising the regional Health Authority.

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

2106 Part-time employees shall receive increments (calculated from the date of her last increment or her starting date as the case may be) on the basis of one (1) increment for each 1343 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1343 hours worked, it shall be applied to the pay period next following completion of 1343 hours worked.

An employee whose employment status changes from part-time to full-time shall be entitled to receive an increment on the latter of:

a) one (1) calendar year from the current date of her last increment, or starting date as the case may be;

or

b) on completion of 1343 hours calculated under the formula:

$$B = 2015 - (A \times 3/2)$$

A = number of hours during which seniority was accrued under part-time status since the date of her last increment, or starting date as the case may be.
B = number of hours remaining to worked as full-time to earn an increment.

ARTICLE 22: SAFETY HEALTH AND WELFARE

2201 The Employer shall provide and maintain lab coats or jackets and special or protective work clothing which are required to be worn on duty. All such items remain the property of the Employer, and when no longer required must be returned by the employee.

2202 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.

2203 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.

2204 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.

2205 Disability & Rehabilitation Plan

The Disability and Rehabilitation Plan with benefit levels, as determined by the HEBP Board of Trustees, shall continue to be implemented for all eligible employees. The Employer will contribute to a

maximum of two point three percent (2.3%) of base salary to fund the Provincial Disability and Rehabilitation 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 Worker's 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.

2206 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.

2207 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.

2208 Health examinations required by the Employer shall be provided by the Employer and shall be at the expense of the Employer.

2209 Specific to Emergency Medical Services employees, the Employer shall provide the following:

I. Uniforms

The Employer shall provide to each full-time and part-time EMS employee:

- Three (3) pairs of pants (yearly)
- Four (4) shirts and crests (yearly)
- One (1) three season jacket or one (1) multi-season parka every five (5) years or as required.

The Employer shall provide to each casual EMS employee:

- A minimum of one (1) pair of pants (yearly)
- A minimum of two (2) shirts and crests (yearly)
- One (1) three season jacket or one multi-season parka every five (5) years or as required.

All such items shall remain the property of the Employer, and when no longer required must be returned by the employee. The employees shall be responsible for the laundering and maintenance of their own uniforms.

Where uniforms are supplied, the Employer agrees to replace or repair such clothing when damaged in the performance of the employee's duties.

II. Footwear

The Employer agreed to reimburse all full-time and part-time EMS employees up to seventy-five dollars (\$75.00) every twelve (12) months for the purchase of CSA approved safety footwear. Satisfactory proof of purchase must be provided to the Employer by the employee for reimbursement.

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 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.

2305 Effective date of ratification – April 27, 2007. As established under the Civil Service Superannuation Plan, former civil service employees may carry-over vacation credits to retirement in accordance with following:

- a) commencing up to four (4) years prior to the employee's retirement date, an employee may bank up to 50 days of vacation credits provided that a maximum of one year's vacation credits are carried forward from one vacation year to the next.
- b) An employee may only bank a maximum of fifty (50) vacation days.
- c) An employee must provide in writing his or her intended retirement date at the time she/he commences banking vacation credits for this purpose.

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.
- 2408 Demotion shall not be used as a disciplinary measure.

ARTICLE 25: JOB SECURITY

- 2501 a) In the event of a layoff, employees other than probationary and temporary employees shall receive notice or pay in lieu of such as follows:
two (2) weeks for each year of employment (seniority) up to a maximum of three (3) months 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 within their site, 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 A) *Applicable to all employees except those within the Community Health Program site:*
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 within the site. Where this is not possible due to seniority level, the employee shall be entitled to exercise seniority rights, subject to her being qualified, competent and willing to perform the required work, to displace an employee in a position of equal or

lower classification within any of the other sites comprising the Regional Health Authority. 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.

B) *Applicable to all employees within the Community Health Program site:*

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 within the location. Where this is not possible due to seniority level, the employee shall be entitled to exercise seniority rights, subject to her being qualified, competent and willing to perform the required work, to displace an employee in a position of equal or lower classification within any of the other locations within the Community Health program site. Where this is not possible due to seniority level, the employee shall be entitled to exercise seniority rights, subject to her being qualified, competent and willing to perform the required work, to displace an employee in a position of equal or lower classification within any of the other sites comprising the Regional Health Authority. 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 within any of the sites comprising the Regional Health Authority, 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. However, termination of employment will be waived at the discretion of the Employer, if the laid off employee declines the recall due to the unsuitability of the geographic location.

2510 An employee recalled to work in a different department, different site within the Regional Health Authority, (or different location, for the Community Health Program site) 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 within the site (for Community Health “location”) of current employment for which she has seniority and for which she has the qualifications and the competency to perform the required work. If there is no vacancy within the site (for Community Health “location”) of current employment, she will be given the opportunity to fill any vacancy within a fifty (50) kilometer radius of the originating site (for Community Health “location”) within the Region for which she has the qualifications and competency to perform the required work. This shall not preclude the employee from requesting consideration for vacancies outside the fifty (50) kilometer radius. If there are no vacancies, 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, within any of the sites comprising the Regional Health Authority, 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:

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

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 and one-quarter percent (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 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 practised by the Employer or any employee by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, sexual orientation, 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 the 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 Employment may be terminated voluntarily by an employee by giving at least four (4) weeks notice in writing exclusive of any vacation due.
- 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 site and/or Regional Health Authority”.

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 the 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 and 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 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: SPECIAL PROVISIONS REGARDING EMPLOYEES OCCUPYING MORE THAN ONE POSITION WITHIN THE SITES COMPRISING THE REGIONAL HEALTH AUTHORITY

- 3101 Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position within the sites comprising the Regional Health Authority. It is understood that at no time will the arrangement result in additional cost to the Employer. Where it is determined that it is not feasible for the employee to work in more than one position, the employee will have the option of assuming the position applied for and relinquishing their former position.
- 3102 At no time shall the sum of the positions occupied exceed the equivalent of one (1.0) EFT. However it is agreed that daily hours within the two positions may be

scheduled, to a maximum of twelve (12) hours in any one day, at the employee's regular rate of pay, with mutual agreement between the Employer, the employee and the Association. Notwithstanding the above, it is understood that an employee who works more than the equivalent of full-time hours in the rotation pattern shall be compensated for the excess hours in accordance Article 8.

- 3103 Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time, (i.e., status will not be converted to full-time), and the provisions of Article 21 will apply based on the total of all active positions occupied, unless otherwise specified in this Article.
- 3104 All salary based benefits, e.g. Group Life, Pension, D & R, as applicable, will be combined and calculated on the basis of the total of all active position occupied.
- 3105 All accrued benefits, e.g. vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- 3106 a) Requests for scheduling of vacation shall be submitted to each departmental/site supervisor/manager. Said requests will be considered by both departmental/site supervisor/manager and shall be granted in accordance with the provisions of Article 11, based on the employee's seniority within each work site.
- b) Requests for unpaid or paid leaves of absence shall be submitted to each department/site supervisor/manager, and shall be granted in accordance with the appropriate provisions of the Collective Agreement.

3107 Employees taking on an additional position will be subject to a trial period in accordance with Article 6. If during the trial period, the applicant is found by the Employer to be unsatisfactory in her/his new position, she/he shall relinquish that position.

3108 Where an approved arrangement is later found to be unworkable, the affected employee may be required to relinquish one of the positions occupied.

ARTICLE 32: TERM OF AGREEMENT

3201 This agreement and all its provisions shall be effective April 1, 2006.

3202 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.

3203 This Agreement may be amended during its term by mutual agreement.

3204 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.

3205 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 _____, 2007

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #1

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST 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 _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #2

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST 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 Regional Health Authority. 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 the Labour Relations Secretariat and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #3

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST 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 Memorandum 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 Memorandum of Understanding. Should the receiving employer not be signatory to this Memorandum 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 Memorandum 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, merged, 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 Memorandum 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 _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF AGREEMENT #4

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST 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 Memorandum of Understanding on Redeployment Principles which is appended to and forms part of this Letter of Agreement. (Refer to MOU #28 Redeployment Principles)

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #5

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST 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 _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #6

Between

**SOUTH EASTMAN HEALTH/SANTÉ SUD-EST 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, 2006 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 fulfil his role in any manner deemed by him to be most effective given the individual circumstances of each case. The Grievance Investigator's 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.

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.

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 LRS 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 and/or LRS 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 life of the collective agreement.
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 _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #7

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST 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 EDSLP 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 _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #8

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: INCOME PROTECTION POLICIES

For informational purposes only, the Employer agrees to provide the Association with a copy of any current policies regarding income protection utilization within thirty (30) days. The Employer further agrees to provide the Association with copies of any subsequent amendments to the policy within thirty (30) days.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #9

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: PORTABILITY

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.

1. An employee of an Employer in Manitoba who participates at MAHCP Central Table negotiations, who is awarded a position with another Employer in Manitoba who participates at MAHCP Central Table negotiations, and who commences employment with her/his new Employer within six (6) weeks of termination of employment from her/his former Employer, will be entitled to portability of benefits as specified hereinafter:
 - a) accumulated income protection benefits;
 - b) length of employment applicable to rate at which vacation is earned;
 - c) length of employment applicable to pre-retirement leave;
 - d) length of employment applicable for qualification for the Magic 80 pension provisions;
 - e) length of employment applicable to next increment date;
 - f) continuation of all Benefit Plans;

g) seniority credits (in accordance with receiving Collective Agreement).

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #10
between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.
and
**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: VOLUNTARY TRANSFERS TO VACANCIES
(PORTABILITY)

Applicable to transfers between Community Therapy Services (CTS) and the following employers only: Brandon Regional Health Authority, Burntwood Regional Health Authority, CancerCare Manitoba, Concordia, Health Sciences Centre, Misericordia, Nor Man Regional Health Authority, St. Boniface, Seven Oaks, South Eastman Health/Santé Sud-Est Inc. and Victoria General Hospital

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.

Note #1: The agreement to include this memorandum in the collective agreement is subject to the identical memorandum being included in the CTS agreement.

Note #2: Seniority (hours) transferred shall not exceed seniority provisions of the receiving facility.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #11

Between

**SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.
and
MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

**RE: BENEFITS AND PENSION FOR FORMER CIVIL
SERVANTS**

The Employer and the Association agree that any employee who transferred employment from the Provincial Civil Service to the Regional Health Authority prior to June 23, 2000 and who currently participates in the Government of Manitoba Pension (Civil Services Superannuation) and Benefit Plans, will be “grandfathered” to those plans for the duration of their employment. It is agreed that the provisions of Article 2203 (Dental), 2205 (D & R) and 2206 (Pension) shall not apply to such employees, but that all newly employed bargaining unit members will participate in the HEPP and HEBP plans, in accordance with the terms of those plans.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #12

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: RECRUITMENT AND SELECTION PROCESS

The parties acknowledge and confirm that effective and consistent practices relative to recruitment and selection to vacant positions are critical to maintain and preserve a highly competent and qualified professional and technical healthcare workforce in Manitoba.

It is further agreed that specific procedures utilized throughout all phases of the selection process must include as a basic foundation, the formulation of bona fide and job-related selection criteria, including consideration of seniority. As outlined below, the process must be carried out consistent within the provisions of the collective agreement.

The parties agree that the selection process must be seen to treat all applicants fairly, objectively, and in a non-partisan manner at all times.

Without limiting the generality of the foregoing and in consultation with the Association, the Employer commits to the development of terms of reference/guidelines detailing phases of the selection process to ensure outcomes are objective and to maintain integrity and accountability in all staffing activity undertaken.

Term of reference/guidelines will encompass, but will not be limited to:

- The formulation of selection criteria, such as seniority, knowledge, abilities/skills, aptitudes, personal suitability, experience, education, certification, etc., under which managers shall determine qualifications required for the position.
- The use and application of selection criteria in the selection process.
- The composition of Selection Boards
- Meaningful feedback to applicants.

Terms of reference/guidelines as above, shall be completed within 180 days of the signing of the collective agreement, and will be subject to review as may be deemed appropriate and necessary from time to time. Either party may initiate the review. The parties agree that they may request assistance from other resources as deemed necessary.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #13

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: TEMPORARY TRANSFER OF EMPLOYEE WITHIN THE RHA

1. To facilitate temporary transfers to the locations and/or sites within the Regional Health Authority experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another site and/or location shall be offered the opportunity to work in the site and/or location experiencing the need for additional employees.
2. Temporary transfers shall not be implemented until applicable provisions of the Collective Agreement relating to the assigning of occasional shifts are fulfilled.
3. Where an insufficient number of qualified employees volunteer to be temporarily transferred, the Employer reserves the right to transfer employees, commencing with the most junior qualified employees at the sending site and/or location.
4. If required, orientation will be provided which will assist the employees to be acquainted with essential information, such as policies and procedures, routine, location of supplies and equipment, and fire and disaster plans.

5. It is understood that transfers will occur within a fifty (50) km radius of the originating site and/or location, unless a greater distance is mutually agreed between the Employer and Association.

6. Employees who are temporarily transferred to sites within the Regional Health Authority shall be eligible for transportation reimbursement in accordance with the Province of Manitoba mileage rates for use of a personal motor vehicle, in accordance with the following formula:

Distance (in kms) from the employee's home to the new work site and/or location minus the distance (in kms) from the employee's home to the employee's originating work site and/or location.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #14

Between

**SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.
and
MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: ARTICLE 1815

WHEREAS The Freedom of Information and Protection Privacy Act (“FIPPA”) became applicable to the Employer during the life of the Collective Agreement that expires March 31, 2003;

AND WHEREAS the Employer believes that the current and past practice of providing home addresses to the Association is now subject to FIPPA and requires compliance with that legislation;

AND WHEREAS the Association wishes to have the past and current practice regarding provision of home addresses to continue in order to administer the Collective Agreement and represent its members;

NOW THEREFORE the parties agree that forthwith upon the ratification of the Collective Agreement, the Association shall sign a letter in the form attached to this Memorandum of Understanding.

LETTER:

Pursuant to the Memoranda of Agreement CONFIRM TYPE OF AGREEMENT dated DATE OF AGREEMENT and the applicable collective agreement between the NAME OF UNION (the

“ABBREVIATED NAME”) and the [Employer], the [Employer] is to provide the ABBREVIATED NAME with a list which includes each employee’s bargaining unit, classification, work location and home address at the time of remission of union dues.

The list to be provided contains personal information as defined under The Freedom of Information and Protection of Privacy Act (“FIPPA”), which came into force subsequent to the date on which the Memoranda of Agreement were signed. We believe that the disclosure provisions of FIPPA apply to the provision of home addresses pursuant to the Memoranda and the collective agreement. In order to meet our obligations under the Memoranda and the collective agreements, we are requesting the ABBREVIATED NAME’s cooperation in complying with the following conditions in accordance with sections 46(6)c) and (d) of FIPPA:

- 1. The personal information may only be used for the purpose of communicating with the ABBREVIATED NAME’s members.**
- 2. The ABBREVIATED NAME shall have in place reasonable administrative physical safeguards to ensure the confidentiality and security of the personal information.**
- 3. When disposing or storing the lists, the ABBREVIATED NAME shall take care that they are transported, stored or destroyed in a secure manner.**
- 4. The duplicate copy of this letter acknowledging**

that the **ABBREVIATED NAME** shall comply with these measures shall be signed and returned to the undersigned.

We look forward to your reply,

Yours truly,

NAME OF ACCESS AND PRIVACY OFFICER
Access and Privacy Officer

The **UNION NAME** acknowledges that it will comply with the terms and conditions set out above.

DATE: _____

UNION NAME
Per:

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #15

Between

**SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.
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 _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #16

Between

**SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.
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 _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #17

Between

**SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.
and
MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: 10 HOUR SHIFT

Note: 10 hour shifts will only be implemented by agreement between the Employer and the Association.

1. A “10” hour shift for employees working 7.75 hours (2015 annual hours) will be 9.69 paid hours to be scheduled at 10.00 hours.
2. There shall be twenty (20) regular “10 hour” shifts in each three (3) consecutive bi-weekly periods, or a combination of 10 hour and regular shifts as defined in Article 701, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 701.
3. Each “10” hour shift shall be inclusive of two rest periods as defined in article 702 of this agreement. Meal period(s) shall consist of 30 minutes in total with 19.6 minutes unpaid and 10.4 minutes paid for each 10-hour shift.
4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective

Agreement. Where an employee works a "10" hour shift, evening and night premiums shall be paid on the basis of hours worked. For the purpose of clarification Evening Shift premiums shall be paid for any hours worked between 1600 hours - 2400 hours. Night shift premiums shall be paid for any hours worked between 2400 hours - 0800 hours. Rates paid will be in accordance with Article 10.

6. The paid vacation entitlement received under the "10" hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 701) shift pattern.
7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half ($1 \frac{1}{2} \times$) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 8: Overtime shall apply except for Article 801. Article 801 of the collective agreement is replaced by items # 1, 2 & 3 above for the purposes of this memorandum.
8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of the Ten (10) Hour Shift Memorandum, the provisions of Article 706 a) do not apply.
10. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.
11. Upon a minimum of 60 days notice, the Employer or the Association may discontinue the modified shift schedule.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #18

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: 12 HOUR SHIFT

Note: 12 hour shifts will only be implemented by agreement between the Employer and the Association.

1. A “12” hour shift for employees working 7.75 hours (2015 annual hours) will be 11.625 paid hours to be scheduled at 12.25 hours
2. There shall be twenty (20) regular “12 hour” shifts in each three (3) consecutive bi-weekly periods, or a combination of 12 hour and regular shifts as defined in Article 701, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 701.
3. Each “12” hour shift shall be inclusive of two rest periods as defined in article 702 of this agreement. Meal period(s) shall consist of 60.0 minutes in total with 37.5 minutes unpaid and 22.5 minutes paid for each 12-hour shift.
4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the Collective Agreement. Where an employee works a “12” hour

shift, evening and night premiums shall be paid on the basis of hours worked. For the purpose of clarification Evening Shift premiums shall be paid for any hours worked between 1600 hours - 2400 hours. Night shift premiums shall be paid for any hours worked between 2400 hours - 0800 hours. Rates paid will be in accordance with Article 10.

6. The paid vacation entitlement received under the "12" hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement on regular hours (as defined in Article 701) shift pattern.
7. An employee required to work on a General Holiday shall be paid at the rate of one and one-half ($1 \frac{1}{2} \times$) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate seven and three-quarters (7.75) hours day in lieu at the basic rate of pay. All provisions of Article 8: Overtime shall apply except for Article 801. Article 801 of the collective agreement is replaced by items # 1, 2 & 3 above for the purposes of this memorandum.
8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of the Twelve (12) Hour Shift Memorandum, the provisions of Article 706 a) do not apply.
10. Where annual hours of work are other than 2015, the hours as indicated above will be adjusted accordingly.
11. Upon a minimum of 60 days notice, the Employer or the Association may discontinue the modified shift schedule.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF AGREEMENT #19

Between

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS
(hereinafter referred to as “the Association”)**

and

**Brandon Regional Health Authority
Burntwood Regional Health Authority
Centre Tache Centre
Concordia General Hospital
CancerCare Manitoba
Misericordia Health Centre
NOR-MAN Regional Health Authority
St. Boniface General Hospital
Seven Oaks General Hospital
South Eastman Health/Santé Sud-Est Inc.
The Rehabilitation Centre for Children
Victoria General Hospital
Westman Regional Laboratory Service
Winnipeg Regional Health Authority
Breast Health Centre
Deer Lodge Centre
Health Sciences Centre**

(hereinafter referred to as “the Employers”)

**RE: ORGANIZATIONAL CHANGES- IMPACT ON THE
BARGAINING UNIT**

In the event the Employer contemplates changes in organization structure that affect the bargaining unit, including changes that affect the number of bargaining unit

members, it is agreed that meaningful prior consultation with the Association will occur.

Notwithstanding the generality of the foregoing, the provisions of the collective agreement will apply in all instances where organizational change is contemplated.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #20

Between

**SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.
and
Manitoba Association of Health Care Professionals**

RE: MIDWIVES

***Applicable to South Eastman Health/Santé
Sud-Est Inc., NOR-MAN RHA, Burntwood RHA
and Brandon RHA***

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

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

207 Probationary Employee – (replaces Article 207 of the collective agreement)

Means an employee who:

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

Until such time as an employee has completed her probation 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 probation period, written notice shall be served to the employee and the Association. The probation period for any given employee may be extended after consultation with the Association.

501 (replaces Article 501 of the collective agreement)

Salaries shall be paid to each employee in accordance with Schedule A attached to and forming part of this Agreement.

507 (replaces Article 507 of the collective agreement)

Equivalent gross annual rates shall be calculated as follows:
Annual rate = hourly rates X 2080

Article 7 Hours of Work and Shift Schedules (replaces Article 7 of the collective agreement)

701 Regular hours of work will be an average of 80 hours per bi-weekly period, or 2080 hours per year.

702 Regular hours of work shall be deemed to:

- a) include a rest period of fifteen (15) minutes during each continuous three hour period of duty;
- b) exclude a meal period of at least thirty (30) minutes during each working day.

703 The employee will be responsible for scheduling her own hours of work. Each employee shall submit a log of hours worked to her supervisor at the end of each bi-weekly period or more often if required. The hours worked shall be 80 hours per bi-weekly period averaged over 4 consecutive bi-weekly pay periods.

704 To the extent practicable, the employee will consult with her supervisor prior to working additional or alternate hours beyond their approved schedule. In the event that this is necessary, the employee shall make every reasonable effort to alter her schedule over the remainder of the period referred to in Article 703 in order to maintain an average of 80 hours worked in the bi-weekly period.

Article 11 Annual Vacations (as outlined in the collective agreement, except as follows)

The parties agree that annual vacation rates of accrual for Carol Irving and Gisele Fontaine shall be grandfathered, and thereafter, shall only be adjusted as per the provisions outlined in Article 1104 of the collective agreement.

Article 14 General Holidays (replaces Article 1402 of the collective agreement)

1402 An employee, required to work on a General Holiday, shall be paid for her regular full-time hours (per Article 701) at her basic rate and shall, in addition, bank all hours worked at:

- a) one and one half (1 ½) times the basic rate for the first eight (8) hours worked; and
- b) two and one half (2 ½) times the basic rate for all other hours worked in excess of the regular hours.

In addition,

1. The parties agree that the terms and conditions of employment as set out in this collective agreement apply to Midwives. However, the parties further agree that should it be determined that the actual delivery of pre, intra and postnatal continuity of care caseloads

exceed that contemplated within the Template of Deliverables, the parties agree to meet to discuss the matter.

- 2. The compensation payable is intended to compensate the Midwife for delivering Midwifery Services on a full-time basis, therefore Article 8, 9 and 10 of the collective agreement do not apply. The Midwife shall devote as many hours to providing the Midwifery Services as may be necessary to fully discharge the Midwife's professional responsibilities.
- 3. Part-time Midwives shall be compensated on a pro-rated basis.
- 4. The parties agree to meet, discuss and review all special working arrangements that are identified for Midwives who have entered the bargaining unit prior to the effective date of this collective agreement.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #21

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: EKG

The parties agree to establish a joint committee in the South Eastman Health/Santé Sud-Est Inc. to review and recommend a plan to address a need to increase the number of Technologists in the Region certified to perform EKG's.

This committee will meet and determine a process that addresses:

- The advisability of providing a premium for the performance of EKG's;
- The advisability of paying an academic allowance for employees who attain the RCT certification.
- The utilization of career development funds to support employees who wish to pursue studies directed to attaining their RCT certification.
- The utilization of the new Cardiology Program being established at Red River College in 2003.

The payment of the RCT certification academic allowance of fifty (\$50.00) per month (prorated on an hourly basis) will remain in effect pending the outcome of the recommendations of this committee.

This committee will meet within one month of ratification of the contract and will provide their recommendations to the

Regional Management Team 60 days after the committee meets. No recommendations will be binding upon the Region but will be given due consideration in determining an ongoing plan.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #22

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: DEPARTMENT ASSISTANTS COURSE

An RT or an RTR who has completed the “Department Assistants Course in Laboratory Technology or Radiology” shall be paid \$75.00 per month (\$.447 per hour) in addition to the salaries as per Schedule A.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #23

Between

**SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.
and
MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: STANDBY DUTIES (VITA ONLY)

It is understood that standby duties at the Vita & District Health Centre are currently performed on an informal, voluntary basis.

Should the Employer change the nature of the standby duties by formally requiring the employee to be available, then the provisions of Article 902 would become effective on the date on which the Employer begins these duties.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #24

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

OT/PT TRAVEL ALLOWANCE

If Bruno Kampen and Irene Lemoine are scheduled but unable to work due to inclement weather they shall suffer no loss of pay for hours normally scheduled to work. They shall endeavor to use such time for other work-related activities.

They shall notify the Manager as soon as possible of the circumstances encountered.

Note: The Memorandum “For the purpose of transitioning the Therapy Services from CTS to South Eastman Health/Santé Sud-Est Inc.” to cease to apply effective March 31, 2003.

Signed this _____ day of _____, 2007

_____	_____
_____	_____
_____	_____
_____	_____

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #25

Between

SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

**RE: SCHEDULE “B” ACADEMIC ALLOWANCE
COMMITTEE**

Within three (3) months of the ratification of the Collective Agreement, a Committee shall be established to discuss and make recommendations on Academic Allowances eligibilities.

The Committee shall be made of equal numbers of representatives from Employers and the Manitoba Association of Health Care Professionals (MAHCP).

The Committee shall be advisory in nature.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #26

Between

**SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.
and
MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: REPRESENTATIVE WORKFORCE

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

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

employees to ensure better understanding of respectful work practices to achieve a harassment free environment.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #27

Between

**SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.
and
MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: REDEPLOYMENT PRINCIPLES

1. PURPOSE:

- 1.1 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.2 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.
- 1.3 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.4 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned unions and employers.

- 1.5 For the purposes of this Letter of Understanding "receiving agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the "sending agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.6 All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.
- 1.7 "Central Redeployment List" means a list of employees who have been laid-off from a participating employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.

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

- 1.8 "Provincial Health Care Labour Adjustment Committee" (hereinafter referred to as the "Committee") refers to the committee established by an agreement commencing January 20, 1993 between The Government of Canada, The Government of Manitoba, Manitoba Health Organizations Inc., and Manitoba Council of Health Care Unions.

2. SENIORITY:

- 2.1 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.
- 2.2 Employees without a Collective Agreement shall not have seniority rights.
- 2.3 Transfer of Seniority - The affected employer(s) and affected union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

3. TRIAL PERIOD:

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

4. NEW AND VACANT POSITIONS:

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

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

The following provisions shall apply in filling the vacancy:

- a) Employees on the Central Redeployment List shall be listed in order of seniority [as per "sending" Collective Agreement(s)];
- b) subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
- c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- d) in assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- e) receiving facilities job description applies vis-à-vis qualification requirements;
- f) Once an employee has been permanently redeployed and has completed the trial period with a receiving employer, she/he shall relinquish any recall rights to her/his former

employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending employer and the original receiving employer.

5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:

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

6. PORTABILITY OF BENEFITS:

The following benefits are portable:

- 6.1 Accumulated income protection benefits/sick leave credits.
- 6.2 Length of employment applicable to rate at which vacation is earned.
- 6.3 Length of employment applicable to pre-retirement leave. NOTE: Deer Lodge Centre limits payment of

pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.

- 6.4 Length of employment for the purposes of qualifying to join benefit plans, e.g., two (2) year pension requirement.
- 6.5 Benefits - An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
- 6.6 Salary Treatments -
 - a) If range is identical, then placed step-on-step;
 - b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.

NOTE: No red-circling provision except for Deer Lodge Centre employees who were guaranteed provisions as contained in the "Transfer Agreements" for the 1983 and 1987 transfer from federal to provincial jurisdiction and for whom the red-circling provisions were in place prior to the inception of this Letter of Understanding.

- 6.7 Upon hire of an employee from the Central Redeployment List, the receiving employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending employer under this Letter of Understanding.

7. OTHER CONDITIONS:

- 7.1 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.
- 7.2 Salary and vacation earned to date to be paid out by sending employer.
- 7.3 Banked time including overtime bank, stat bank, to be paid out by sending employer.

8. TRAINING:

- 8.1 The parties agree that provisions for training will be dealt with by the Committee.

9. ADMISSION OF NEW MEMBERS:

- 9.1 The parties hereby authorize the Committee to admit new signatories as participating employers or participating unions in such manner and upon such terms as the Committee in its discretion deems appropriate without the necessary consultation or agreement with existing signatories. Upon admission to this agreement such new signatories will have the same rights and obligations as existing participating unions and participating employers, effective the date of such admission.

10. ACCEPTANCE OF LETTER OF UNDERSTANDING:

- 10.1 Signatories to this Letter of Understanding agree to accept this letter without amendment. Any subsequent amendment to the Letter of

Understanding shall only be implemented if approved pursuant to Article 12.

11. DURATION

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

12. AMENDMENTS:

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

13. APPEAL PANEL:

13.1 Should a dispute(s) arise between a participating union(s) and a participating employer(s) regarding the application, interpretation or alleged violation of this Letter of Understanding, the parties concerned shall meet and attempt to resolve the dispute(s) through discussion.

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

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

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

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

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

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

Any dispute under the Letter of Understanding shall not be resolved by grievance or arbitration pursuant to the collective agreement. The Appeal Panel is

intended to be the only vehicle for resolution of such disputes.

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

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING #28

Between
SOUTH EASTMAN HEALTH/SANTÉ SUD-EST INC.
and
**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

RE: EMERGENCY MEDICAL SERVICES (EMS) UNIFORMS

The Employer and the Association agree that within six (6) months of the signing of the Collective Agreement the Employee/Management Advisory Committee will meet to review the allocation of uniforms for EMS staff.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

SCHEDULE "A"

MAHCP - South-Eastman Health/Santé Sud-Est Summary of Salary Adjustment

Classification	Increase and Effective Date						
	1-Apr-2006	1-Apr-2007	1-Oct-2007	1-Apr-2008	1-Oct-2008	1-Apr-2009	1-Oct-2009
LABORATORY							
Laboratory Technician	2.5%	2.5%		2.5%		2.9%	
General Duty Technologist	2.5%	5.0% *	MS	MS *	MS	MS *	MS
Senior Technologist	2.5%	5.0% *	MS	MS *	MS	MS *	MS
Charge Technologist	2.5%	5.0% *	MS	MS *	MS	MS *	MS
RADIOLOGY							
General Duty Technologist	2.5%	5.0% *	MS	MS *	MS	MS *	MS
Senior Technologist	2.5%	5.0% *	MS	MS *	MS	MS *	MS
Charge Technologist	2.5%	5.0% *	MS	MS *	MS	MS *	MS
SONOGRAPHER							
General Duty Sonographer	2.5%	5.0% *	MS	MS *	MS	MS *	MS
Senior Sonographer	2.5%	5.0% *	MS	MS *	MS	MS *	MS
OCCUPATIONAL THERAPY							
Staff Therapist	2.5%	2.5%		2.5%		2.9%	
PHYSIOTHERAPY							
Staff Therapist	2.5%	2.5%		2.5%		2.9%	
Senior Therapist	2.5%	2.5%		2.5%		2.9%	
Charge Therapist	2.5%	2.5%		2.5%		2.9%	

Classification	Increase and Effective Date						
	1-Apr-2006	1-Apr-2007	1-Oct-2007	1-Apr-2008	1-Oct-2008	1-Apr-2009	1-Oct-2009
DIETITIAN							
Dietitian	2.5%	2.5%		2.5%		2.9%	
Staff Dietitian	2.5%	2.5%		2.5%		2.9%	
Community Nutritionist	2.5%	2.5%		2.5%		2.9%	
Diabetic Educator	2.5%	2.5%		2.5%		2.9%	
AUDIOLOGIST							
General Duty Audiologist	2.5%	2.5%		2.5%		2.9%	
COMMUNITY HEALTH							
Serving Seniors Worker	2.5%	2.5%		2.5%		2.9%	
Resource Coordinator	2.5%	SA		4.0%		5.4%	
Mental Health Outreach Coordinator	2.5%	2.5%		2.5%		2.9%	
Community Mental Health Worker	2.5%	2.5%		2.5%		2.9%	
Crisis Worker	2.5%	2.5%		2.5%		2.9%	
Home Care Case Coordinator	2.5%	2.5%		2.5%		2.9%	
Child and Adolescent Worker	2.5%	2.5%		2.5%		2.9%	
Palliative Care Coordinator	2.5%	2.5%		2.5%		2.9%	
Social Worker (BSW)	2.5%	2.5%		2.5%		2.9%	
Social Worker (MSW)	2.5%	2.5%		2.5%		2.9%	
Community Project Worker	2.5%	2.5%		2.5%		2.9%	
Community Project Coordinator	2.5%	2.5%		2.5%		2.9%	
Community Project Assistant	2.5%	2.5%		2.5%		2.9%	

Classification	Increase and Effective Date						
	1-Apr-2006	1-Apr-2007	1-Oct-2007	1-Apr-2008	1-Oct-2008	1-Apr-2009	1-Oct-2009
EMS							
Emergency Medical Responder (EMR)	2.5%	2.5%		2.5%		2.9%	
EMT I	2.5%	5.0% *		5.0% *		5.0% *	
EMT II	2.5%	5.0% *		5.0% *		5.0% *	
Operations Supervisor	2.5%	5.0% *		5.0% *		5.0% *	
Training Officer EMS	2.5%	2.5%		2.5%		2.9%	
MIDWIFE							
Midwife	2.5%	2.5%		2.5%		2.9%	

* Includes General & Market Supplement increases.

MS = Market Supplement increase.
SA = Standardization Adjustment

MAHCP - South-Eastman Health/Santé Sud-Est

Schedule "A" - Effective April 1, 2006

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
LABORATORY											
Laboratory Technician	2015	16.636	17.135	17.648	18.179	18.711	19.284	19.865			
General Duty Technologist	2015	19.858	20.760	21.718	22.713	23.779	24.889	26.045			
Senior Technologist	2015	21.454	22.455	23.486	24.560	25.726	26.943	28.221			
Charge Technologist	2015	23.316	24.392	25.524	26.697	27.940	29.298	30.707			
RADIOLOGY											
General Duty Technologist	2015	19.858	20.760	21.718	22.713	23.779	24.889	26.045			
Senior Technologist	2015	21.454	22.455	23.486	24.560	25.726	26.943	28.221			
Charge Technologist	2015	23.316	24.392	25.524	26.697	27.940	29.298	30.707			
SONOGRAPHER											
General Duty Sonographer	2015	25.063	25.814	26.590	27.387	28.210	29.055	29.927			
Senior Sonographer	2015	26.315	27.105	27.918	28.755	29.617	30.507	31.422			
OCCUPATIONAL THERAPY											
Staff Therapist	1950	26.138	26.921	27.728	28.561	29.416	30.299				
PHYSIOTHERAPY											
Staff Therapist	1950	26.138	26.921	27.728	28.561	29.416	30.299				
Senior Therapist	1950	28.671	29.529	30.418	31.332	32.270					
Charge Therapist	1950	30.793	31.715	32.667	33.646	34.654					

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
DIETITIAN											
Dietitian	2015	23.389	24.190	25.089	25.998	26.958	27.951	29.055	30.169	31.323	
Dietitian	1885	23.389	24.190	25.089	25.998	26.958	27.951	29.055	30.169	31.323	
Community Nutritionist	1885	23.389	24.190	25.089	25.998	26.958	27.951	29.055	30.169	31.323	
Diabetic Educator	1885	23.389	24.190	25.089	25.998	26.958	27.951	29.055	30.169	31.323	
AUDIOLOGIST											
General Duty Audiologist	1885	27.424	28.576	29.675	30.776	31.952	33.235	34.528			
COMMUNITY HEALTH											
Serving Seniors Worker	1885	22.565	23.389	24.190	25.089	25.998	26.958	27.951	29.055	30.169	31.323
Resource Coordinator	1885	19.975	20.691	21.275	22.158	22.911	23.761				
Mental Health Outreach Coordinator	1885	27.891	28.833	29.907	30.972	32.125	33.323	34.619	35.961	37.358	38.456
Community Mental Health Worker I	1885	21.376	22.152	22.917	23.753	24.652	25.561	26.496	27.539		
Community Mental Health Worker II	1885	26.563	27.460	28.484	29.497	30.595	31.736	32.971	34.248	35.579	36.624
Crisis Worker	1885	21.376	22.152	22.917	23.753	24.652	25.561	26.496	27.539		
Crisis Worker (PIO)	1885	21.815	22.606	23.387	24.242	25.158	26.086	27.037	28.101		
Home Care Case Coordinator I	1885	21.376	22.152	22.917	23.753	24.652	25.561	26.496	27.539		
Home Care Case Coordinator II	1885	26.563	27.460	28.484	29.497	30.595	31.736	32.971	34.248	35.579	36.624
Child and Adolescent Worker I	1885	21.376	22.152	22.917	23.753	24.652	25.561	26.496	27.539		
Child and Adolescent Worker II	1885	22.565	23.389	24.190	25.089	25.998	26.958	27.951	29.055	30.169	31.323
Palliative Care Coordinator	1885	26.563	27.460	28.484	29.497	30.595	31.736	32.971	34.248	35.579	36.624
Social Worker (BSW)	2015	21.979	22.971	24.007	25.113	26.249	27.399	28.468	28.728		
Social Worker (MSW)	2015	22.942	23.707	24.561	25.398	26.299	27.483	28.582	29.343	30.371	
Community Project Worker	1885	21.376	22.152	22.917	23.753	24.652	25.561	26.496	27.539		
Community Project Coordinator	1885	22.565	23.389	24.190	25.089	25.998	26.958	27.951	29.055	30.169	31.323
Community Project Assistant	1885	19.967	20.685	21.376	22.152	22.917	23.753				

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
EMS											
Emergency Medical Responder (EMR)	2015	12.191	12.557	12.934	13.324	13.723	14.134				
EMT I	2015	15.970	16.449	16.942	17.451	17.974					
EMT II	2015	17.690	18.220	18.768	19.330	19.910					
Operations Supervisor	2015	19.198	19.773	20.368	20.978	21.608					
Training Officer EMS	2015	19.046	19.616	20.206	20.812	21.437					
MIDWIFE											
Midwife	2080	33.623	34.890	36.414	37.821	39.392					

MAHCP - South-Eastman Health/Santé Sud-Est

Schedule "A" - Effective April 1, 2007

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
LABORATORY											
Laboratory Technician	2015	17.052	17.563	18.089	18.633	19.179	19.766	20.362			
General Duty Technologist	2015	20.851	21.798	22.804	23.849	24.968	26.133	27.347			
Senior Technologist	2015	22.527	23.578	24.660	25.788	27.012	28.290	29.632			
Charge Technologist	2015	24.482	25.612	26.800	28.032	29.337	30.763	32.242			
RADIOLOGY											
General Duty Technologist	2015	20.851	21.798	22.804	23.849	24.968	26.133	27.347			
Senior Technologist	2015	22.527	23.578	24.660	25.788	27.012	28.290	29.632			
Charge Technologist	2015	24.482	25.612	26.800	28.032	29.337	30.763	32.242			
SONOGRAPHER											
General Duty Sonographer	2015	26.316	27.105	27.920	28.756	29.621	30.508	31.423			
Senior Sonographer	2015	27.631	28.460	29.314	30.193	31.098	32.032	32.993			
OCCUPATIONAL THERAPY											
Staff Therapist	1950	26.791	27.594	28.421	29.275	30.151	31.056				
PHYSIOTHERAPY											
Staff Therapist	1950	26.791	27.594	28.421	29.275	30.151	31.056				
Senior Therapist	1950	29.388	30.267	31.178	32.115	33.077					
Charge Therapist	1950	31.563	32.508	33.484	34.487	35.520					

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
DIETITIAN											
Dietitian	2015	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106	
Dietitian	1885	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106	
Community Nutritionist	1885	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106	
Diabetic Educator	1885	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106	
AUDIOLOGIST											
General Duty Audiologist	1885	28.110	29.290	30.417	31.545	32.751	34.066	35.391			
COMMUNITY HEALTH											
Serving Seniors Worker	1885	23.129	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106
Resource Coordinator	1885	19.976	20.669	21.404	22.118	22.936	23.722	24.571	25.337		
Mental Health Outreach Coordinator	1885	28.588	29.554	30.655	31.746	32.928	34.156	35.484	36.860	38.292	39.417
Community Mental Health Worker I	1885	21.910	22.706	23.490	24.347	25.268	26.200	27.158	28.227		
Community Mental Health Worker II	1885	27.227	28.147	29.196	30.234	31.360	32.529	33.795	35.104	36.468	37.540
Crisis Worker	1885	21.910	22.706	23.490	24.347	25.268	26.200	27.158	28.227		
Crisis Worker (PIO)	1885	22.360	23.171	23.972	24.848	25.787	26.738	27.713	28.804		
Home Care Case Coordinator I	1885	21.910	22.706	23.490	24.347	25.268	26.200	27.158	28.227		
Home Care Case Coordinator II	1885	27.227	28.147	29.196	30.234	31.360	32.529	33.795	35.104	36.468	37.540
Child and Adolescent Worker I	1885	21.910	22.706	23.490	24.347	25.268	26.200	27.158	28.227		
Child and Adolescent Worker II	1885	23.129	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106
Palliative Care Coordinator	1885	27.227	28.147	29.196	30.234	31.360	32.529	33.795	35.104	36.468	37.540
Social Worker (BSW)	2015	22.528	23.545	24.607	25.741	26.905	28.084	29.180	29.446		
Social Worker (MSW)	2015	23.515	24.300	25.175	26.033	26.956	28.170	29.297	30.076	31.130	
Social Worker (MSW) (effective April 27, 2007)	2015	23.515	24.473	25.478	26.560	27.676	28.808	29.861	30.076	31.130	
Community Project Worker	1885	21.910	22.706	23.490	24.347	25.268	26.200	27.158	28.227		
Community Project Coordinator	1885	23.129	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106
Community Project Assistant	1885	20.466	21.202	21.910	22.706	23.490	24.347				

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
EMS											
Emergency Medical Responder (EMR)	2015	12.496	12.871	13.257	13.657	14.066	14.487				
EMT I	2015	16.769	17.271	17.789	18.324	18.873					
EMT II	2015	18.575	19.131	19.706	20.297	20.906					
Operations Supervisor	2015	20.158	20.762	21.386	22.027	22.688					
Training Officer EMS	2015	19.522	20.106	20.711	21.332	21.973					
MIDWIFE											
Midwife	2080	34.464	35.762	37.324	38.767	40.377					

MAHCP - South-Eastman Health/Santé Sud-Est

Schedule "A" - Effective October 1, 2007

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
LABORATORY											
Laboratory Technician	2015	17.052	17.563	18.089	18.633	19.179	19.766	20.362			
General Duty Technologist	2015	21.439	22.413	23.447	24.522	25.672	26.870	28.118			
Senior Technologist	2015	23.115	24.193	25.303	26.461	27.716	29.027	30.403			
Charge Technologist	2015	25.070	26.227	27.443	28.705	30.041	31.500	33.013			
RADIOLOGY											
General Duty Technologist	2015	21.439	22.413	23.447	24.522	25.672	26.870	28.118			
Senior Technologist	2015	23.115	24.193	25.303	26.461	27.716	29.027	30.403			
Charge Technologist	2015	25.070	26.227	27.443	28.705	30.041	31.500	33.013			
SONOGRAPHER											
General Duty Sonographer	2015	27.053	27.864	28.702	29.561	30.450	31.362	32.303			
Senior Sonographer	2015	28.349	29.200	30.076	30.978	31.907	32.865	33.851			
OCCUPATIONAL THERAPY											
Staff Therapist	1950	26.791	27.594	28.421	29.275	30.151	31.056				
PHYSIOTHERAPY											
Staff Therapist	1950	26.791	27.594	28.421	29.275	30.151	31.056				
Senior Therapist	1950	29.388	30.267	31.178	32.115	33.077					
Charge Therapist	1950	31.563	32.508	33.484	34.487	35.520					

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
DIETITIAN											
Dietitian	2015	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106	
Dietitian	1885	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106	
Community Nutritionist	1885	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106	
Diabetic Educator	1885	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106	
AUDIOLOGIST											
General Duty Audiologist	1885	28.110	29.290	30.417	31.545	32.751	34.066	35.391			
COMMUNITY HEALTH											
Serving Seniors Worker	1885	23.129	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106
Resource Coordinator	1885	19.976	20.669	21.404	22.118	22.936	23.722	24.571	25.337		
Mental Health Outreach Coordinator	1885	28.588	29.554	30.655	31.746	32.928	34.156	35.484	36.860	38.292	39.417
Community Mental Health Worker I	1885	21.910	22.706	23.490	24.347	25.268	26.200	27.158	28.227		
Community Mental Health Worker II	1885	27.227	28.147	29.196	30.234	31.360	32.529	33.795	35.104	36.468	37.540
Crisis Worker	1885	21.910	22.706	23.490	24.347	25.268	26.200	27.158	28.227		
Crisis Worker (PIO)	1885	22.360	23.171	23.972	24.848	25.787	26.738	27.713	28.804		
Home Care Case Coordinator I	1885	21.910	22.706	23.490	24.347	25.268	26.200	27.158	28.227		
Home Care Case Coordinator II	1885	27.227	28.147	29.196	30.234	31.360	32.529	33.795	35.104	36.468	37.540
Child and Adolescent Worker I	1885	21.910	22.706	23.490	24.347	25.268	26.200	27.158	28.227		
Child and Adolescent Worker II	1885	23.129	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106
Palliative Care Coordinator	1885	27.227	28.147	29.196	30.234	31.360	32.529	33.795	35.104	36.468	37.540
Social Worker (BSW)	2015	22.528	23.545	24.607	25.741	26.905	28.084	29.180	29.446		
Social Worker (MSW)	2015	23.515	24.473	25.478	26.560	27.676	28.808	29.861	30.076	31.130	
Community Project Worker	1885	21.910	22.706	23.490	24.347	25.268	26.200	27.158	28.227		
Community Project Coordinator	1885	23.129	23.974	24.795	25.716	26.648	27.632	28.650	29.781	30.923	32.106
Community Project Assistant	1885	20.466	21.202	21.910	22.706	23.490	24.347				

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
EMS											
Emergency Medical Responder (EMR)	2015	12.496	12.871	13.257	13.657	14.066	14.487				
EMT I	2015	16.769	17.271	17.789	18.324	18.873					
EMT II	2015	18.575	19.131	19.706	20.297	20.906					
Operations Supervisor	2015	20.158	20.762	21.386	22.027	22.688					
Training Officer EMS	2015	19.522	20.106	20.711	21.332	21.973					
MIDWIFE											
Midwife	2080	34.464	35.762	37.324	38.767	40.377					

MAHCP - South-Eastman Health/Santé Sud-Est

Schedule "A" - Effective April 1, 2008

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
LABORATORY											
Laboratory Technician	2015	17.478	18.002	18.541	19.099	19.658	20.260	20.871			
General Duty Technologist	2015	23.366	24.443	25.564	26.763	28.012	29.313				
Senior Technologist	2015	25.146	26.299	27.503	28.807	30.169	31.598				
Charge Technologist	2015	25.985	27.180	28.439	29.747	31.132	32.642	34.208			
RADIOLOGY											
General Duty Technologist	2015	23.366	24.443	25.564	26.763	28.012	29.313				
Senior Technologist	2015	25.146	26.299	27.503	28.807	30.169	31.598				
Charge Technologist	2015	25.985	27.180	28.439	29.747	31.132	32.642	34.208			
SONOGRAPHER											
General Duty Sonographer	2015	29.048	29.922	30.817	31.744	32.695	33.676				
Senior Sonographer	2015	30.339	31.249	32.186	33.151	34.147	35.171				
OCCUPATIONAL THERAPY											
Staff Therapist	1950	27.461	28.284	29.132	30.007	30.905	31.832				
PHYSIOTHERAPY											
Staff Therapist	1950	27.461	28.284	29.132	30.007	30.905	31.832				
Senior Therapist	1950	30.123	31.024	31.957	32.918	33.904					
Charge Therapist	1950	32.352	33.321	34.321	35.349	36.408					

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
DIETITIAN											
Dietitian	2015	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909	
Dietitian	1885	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909	
Community Nutritionist	1885	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909	
Diabetic Educator	1885	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909	
AUDIOLOGIST											
General Duty Audiologist	1885	28.813	30.022	31.177	32.334	33.570	34.918	36.276			
COMMUNITY HEALTH											
Serving Seniors Worker	1885	23.707	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909
Resource Coordinator	1885	20.775	21.496	22.260	23.003	23.853	24.671	25.554	26.350		
Mental Health Outreach Coordinator	1885	29.303	30.293	31.421	32.540	33.751	35.010	36.371	37.782	39.249	40.402
Community Mental Health Worker I	1885	22.458	23.274	24.077	24.956	25.900	26.855	27.837	28.933		
Community Mental Health Worker II	1885	27.908	28.851	29.926	30.990	32.144	33.342	34.640	35.982	37.380	38.479
Crisis Worker	1885	22.458	23.274	24.077	24.956	25.900	26.855	27.837	28.933		
Crisis Worker (PIO)	1885	22.919	23.750	24.571	25.469	26.432	27.406	28.406	29.524		
Home Care Case Coordinator I	1885	22.458	23.274	24.077	24.956	25.900	26.855	27.837	28.933		
Home Care Case Coordinator II	1885	27.908	28.851	29.926	30.990	32.144	33.342	34.640	35.982	37.380	38.479
Child and Adolescent Worker I	1885	22.458	23.274	24.077	24.956	25.900	26.855	27.837	28.933		
Child and Adolescent Worker II	1885	23.707	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909
Palliative Care Coordinator	1885	27.908	28.851	29.926	30.990	32.144	33.342	34.640	35.982	37.380	38.479
Social Worker (BSW)	2015	23.091	24.134	25.222	26.385	27.578	28.786	29.910	30.182		
Social Worker (MSW)	2015	24.103	25.085	26.115	27.224	28.368	29.528	30.608	30.828	31.908	
Community Project Worker	1885	22.458	23.274	24.077	24.956	25.900	26.855	27.837	28.933		
Community Project Coordinator	1885	23.707	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909
Community Project Assistant	1885	20.978	21.732	22.458	23.274	24.077	24.956				

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
EMS											
Emergency Medical Responder (EMR)	2015	12.808	13.193	13.588	13.998	14.418	14.849				
EMT I	2015	17.607	18.135	18.678	19.240	19.817					
EMT II	2015	19.504	20.088	20.691	21.312	21.951					
Operations Supervisor	2015	21.166	21.800	22.455	23.128	23.822					
Training Officer EMS	2015	20.010	20.609	21.229	21.865	22.522					
MIDWIFE											
Midwife	2080	35.326	36.656	38.257	39.736	41.386					

MAHCP - South-Eastman Health/Santé Sud-Est

Schedule "A" - Effective October 1, 2008

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
LABORATORY											
Laboratory Technician	2015	17.478	18.002	18.541	19.099	19.658	20.260	20.871			
General Duty Technologist	2015	23.914	25.016	26.163	27.391	28.669	30.000				
Senior Technologist	2015	25.694	26.872	28.102	29.435	30.826	32.285				
Charge Technologist	2015	26.509	27.728	29.012	30.346	31.760	33.299	34.895			
RADIOLOGY											
General Duty Technologist	2015	23.914	25.016	26.163	27.391	28.669	30.000				
Senior Technologist	2015	25.694	26.872	28.102	29.435	30.826	32.285				
Charge Technologist	2015	26.509	27.728	29.012	30.346	31.760	33.299	34.895			
SONOGRAPHER											
General Duty Sonographer	2015	29.716	30.610	31.526	32.474	33.447	34.451				
Senior Sonographer	2015	31.006	31.936	32.894	33.880	34.898	35.945				
OCCUPATIONAL THERAPY											
Staff Therapist	1950	27.461	28.284	29.132	30.007	30.905	31.832				
PHYSIOTHERAPY											
Staff Therapist	1950	27.461	28.284	29.132	30.007	30.905	31.832				
Senior Therapist	1950	30.123	31.024	31.957	32.918	33.904					
Charge Therapist	1950	32.352	33.321	34.321	35.349	36.408					

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
DIETITIAN											
Dietitian	2015	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909	
Dietitian	1885	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909	
Community Nutritionist	1885	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909	
Diabetic Educator	1885	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909	
AUDIOLOGIST											
General Duty Audiologist	1885	28.813	30.022	31.177	32.334	33.570	34.918	36.276			
COMMUNITY HEALTH											
Serving Seniors Worker	1885	23.707	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909
Resource Coordinator	1885	20.775	21.496	22.260	23.003	23.853	24.671	25.554	26.350		
Mental Health Outreach Coordinator	1885	29.303	30.293	31.421	32.540	33.751	35.010	36.371	37.782	39.249	40.402
Community Mental Health Worker I	1885	22.458	23.274	24.077	24.956	25.900	26.855	27.837	28.933		
Community Mental Health Worker II	1885	27.908	28.851	29.926	30.990	32.144	33.342	34.640	35.982	37.380	38.479
Crisis Worker	1885	22.458	23.274	24.077	24.956	25.900	26.855	27.837	28.933		
Crisis Worker (PIO)	1885	22.919	23.750	24.571	25.469	26.432	27.406	28.406	29.524		
Home Care Case Coordinator I	1885	22.458	23.274	24.077	24.956	25.900	26.855	27.837	28.933		
Home Care Case Coordinator II	1885	27.908	28.851	29.926	30.990	32.144	33.342	34.640	35.982	37.380	38.479
Child and Adolescent Worker I	1885	22.458	23.274	24.077	24.956	25.900	26.855	27.837	28.933		
Child and Adolescent Worker II	1885	23.707	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909
Palliative Care Coordinator	1885	27.908	28.851	29.926	30.990	32.144	33.342	34.640	35.982	37.380	38.479
Social Worker (BSW)	2015	23.091	24.134	25.222	26.385	27.578	28.786	29.910	30.182		
Social Worker (MSW)	2015	24.103	25.085	26.115	27.224	28.368	29.528	30.608	30.828	31.908	
Community Project Worker	1885	22.458	23.274	24.077	24.956	25.900	26.855	27.837	28.933		
Community Project Coordinator	1885	23.707	24.573	25.415	26.359	27.314	28.323	29.366	30.526	31.696	32.909
Community Project Assistant	1885	20.978	21.732	22.458	23.274	24.077	24.956				

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
EMS											
Emergency Medical Responder (EMR)	2015	12.808	13.193	13.588	13.998	14.418	14.849				
EMT I	2015	17.607	18.135	18.678	19.240	19.817					
EMT II	2015	19.504	20.088	20.691	21.312	21.951					
Operations Supervisor	2015	21.166	21.800	22.455	23.128	23.822					
Training Officer EMS	2015	20.010	20.609	21.229	21.865	22.522					
MIDWIFE											
Midwife	2080	35.326	36.656	38.257	39.736	41.386					

MAHCP - South-Eastman Health/Santé Sud-Est

Schedule "A" - Effective April 1, 2009

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
LABORATORY											
Laboratory Technician	2015	17.985	18.524	19.079	19.653	20.228	20.848	21.476			
General Duty Technologist	2015	24.312	25.433	26.599	27.847	29.146	30.500				
Senior Technologist	2015	26.092	27.289	28.538	29.891	31.303	32.785				
Charge Technologist	2015	26.889	28.126	29.429	30.782	32.216	33.776	35.395			
RADIOLOGY											
General Duty Technologist	2015	24.312	25.433	26.599	27.847	29.146	30.500				
Senior Technologist	2015	26.092	27.289	28.538	29.891	31.303	32.785				
Charge Technologist	2015	26.889	28.126	29.429	30.782	32.216	33.776	35.395			
SONOGRAPHER											
General Duty Sonographer	2015	30.221	31.130	32.062	33.026	34.016	35.037				
Senior Sonographer	2015	31.471	32.415	33.387	34.388	35.421	36.484				
OCCUPATIONAL THERAPY											
Staff Therapist	1950	28.257	29.104	29.977	30.877	31.801	32.755				
PHYSIOTHERAPY											
Staff Therapist	1950	28.257	29.104	29.977	30.877	31.801	32.755				
Senior Therapist	1950	30.997	31.924	32.884	33.873	34.887					
Charge Therapist	1950	33.290	34.287	35.316	36.374	37.464					

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
DIETITIAN											
Dietitian	2015	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863	
Dietitian	1885	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863	
Community Nutritionist	1885	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863	
Diabetic Educator	1885	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863	
AUDIOLOGIST											
General Duty Audiologist	1885	29.649	30.893	32.081	33.272	34.544	35.931	37.328			
COMMUNITY HEALTH											
Serving Seniors Worker	1885	24.395	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863
Resource Coordinator	1885	21.897	22.657	23.462	24.245	25.141	26.003	26.934	27.773		
Mental Health Outreach Coordinator	1885	30.153	31.171	32.332	33.484	34.730	36.025	37.426	38.878	40.387	41.574
Community Mental Health Worker I	1885	23.109	23.949	24.775	25.680	26.651	27.634	28.644	29.772		
Community Mental Health Worker II	1885	28.717	29.688	30.794	31.889	33.076	34.309	35.645	37.025	38.464	39.595
Crisis Worker	1885	23.109	23.949	24.775	25.680	26.651	27.634	28.644	29.772		
Crisis Worker (PIO)	1885	23.584	24.439	25.284	26.208	27.199	28.201	29.230	30.380		
Home Care Case Coordinator I	1885	23.109	23.949	24.775	25.680	26.651	27.634	28.644	29.772		
Home Care Case Coordinator II	1885	28.717	29.688	30.794	31.889	33.076	34.309	35.645	37.025	38.464	39.595
Child and Adolescent Worker I	1885	23.109	23.949	24.775	25.680	26.651	27.634	28.644	29.772		
Child and Adolescent Worker II	1885	24.395	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863
Palliative Care Coordinator	1885	28.717	29.688	30.794	31.889	33.076	34.309	35.645	37.025	38.464	39.595
Social Worker (BSW)	2015	23.761	24.834	25.953	27.150	28.378	29.621	30.777	31.057		
Social Worker (MSW)	2015	24.802	25.812	26.872	28.013	29.191	30.384	31.496	31.722	32.833	
Community Project Worker	1885	23.109	23.949	24.775	25.680	26.651	27.634	28.644	29.772		
Community Project Coordinator	1885	24.395	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863
Community Project Assistant	1885	21.586	22.362	23.109	23.949	24.775	25.680				

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
EMS											
Emergency Medical Responder (EMR)	2015	13.179	13.576	13.982	14.404	14.836	15.280				
EMT I	2015	18.487	19.042	19.612	20.202	20.808					
EMT II	2015	20.479	21.092	21.726	22.378	23.049					
Operations Supervisor	2015	22.224	22.890	23.578	24.284	25.013					
Training Officer EMS	2015	20.590	21.207	21.845	22.499	23.175					
MIDWIFE											
Midwife	2080	36.350	37.719	39.366	40.888	42.586					

MAHCP - South-Eastman Health/Santé Sud-Est

Schedule "A" - Effective October 1, 2009

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
LABORATORY											
Laboratory Technician	2015	17.985	18.524	19.079	19.653	20.228	20.848	21.476			
General Duty Technologist	2015	24.711	25.850	27.035	28.304	29.624	31.000				
Senior Technologist	2015	26.491	27.706	28.974	30.348	31.781	33.285				
Charge Technologist	2015	27.271	28.525	29.846	31.218	32.673	34.254	35.895			
RADIOLOGY											
General Duty Technologist	2015	24.711	25.850	27.035	28.304	29.624	31.000				
Senior Technologist	2015	26.491	27.706	28.974	30.348	31.781	33.285				
Charge Technologist	2015	27.271	28.525	29.846	31.218	32.673	34.254	35.895			
SONOGRAPHER											
General Duty Sonographer	2015	30.705	31.628	32.575	33.554	34.560	35.598				
Senior Sonographer	2015	31.943	32.901	33.888	34.904	35.952	37.031				
OCCUPATIONAL THERAPY											
Staff Therapist	1950	28.257	29.104	29.977	30.877	31.801	32.755				
PHYSIOTHERAPY											
Staff Therapist	1950	28.257	29.104	29.977	30.877	31.801	32.755				
Senior Therapist	1950	30.997	31.924	32.884	33.873	34.887					
Charge Therapist	1950	33.290	34.287	35.316	36.374	37.464					

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
DIETITIAN											
Dietitian	2015	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863	
Dietitian	1885	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863	
Community Nutritionist	1885	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863	
Diabetic Educator	1885	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863	
AUDIOLOGIST											
General Duty Audiologist	1885	29.649	30.893	32.081	33.272	34.544	35.931	37.328			
COMMUNITY HEALTH											
Serving Seniors Worker	1885	24.395	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863
Resource Coordinator	1885	21.897	22.657	23.462	24.245	25.141	26.003	26.934	27.773		
Mental Health Outreach Coordinator	1885	30.153	31.171	32.332	33.484	34.730	36.025	37.426	38.878	40.387	41.574
Community Mental Health Worker I	1885	23.109	23.949	24.775	25.680	26.651	27.634	28.644	29.772		
Community Mental Health Worker II	1885	28.717	29.688	30.794	31.889	33.076	34.309	35.645	37.025	38.464	39.595
Crisis Worker	1885	23.109	23.949	24.775	25.680	26.651	27.634	28.644	29.772		
Crisis Worker (PIO)	1885	23.584	24.439	25.284	26.208	27.199	28.201	29.230	30.380		
Home Care Case Coordinator I	1885	23.109	23.949	24.775	25.680	26.651	27.634	28.644	29.772		
Home Care Case Coordinator II	1885	28.717	29.688	30.794	31.889	33.076	34.309	35.645	37.025	38.464	39.595
Child and Adolescent Worker I	1885	23.109	23.949	24.775	25.680	26.651	27.634	28.644	29.772		
Child and Adolescent Worker II	1885	24.395	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863
Palliative Care Coordinator	1885	28.717	29.688	30.794	31.889	33.076	34.309	35.645	37.025	38.464	39.595
Social Worker (BSW)	2015	23.761	24.834	25.953	27.150	28.378	29.621	30.777	31.057		
Social Worker (MSW)	2015	24.802	25.812	26.872	28.013	29.191	30.384	31.496	31.722	32.833	
Community Project Worker	1885	23.109	23.949	24.775	25.680	26.651	27.634	28.644	29.772		
Community Project Coordinator	1885	24.395	25.286	26.152	27.123	28.106	29.144	30.218	31.411	32.615	33.863
Community Project Assistant	1885	21.586	22.362	23.109	23.949	24.775	25.680				

Classification	Annual Hours	Start	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	8th Yr	9th Yr
EMS											
Emergency Medical Responder (EMR)	2015	13.179	13.576	13.982	14.404	14.836	15.280				
EMT I	2015	18.487	19.042	19.612	20.202	20.808					
EMT II	2015	20.479	21.092	21.726	22.378	23.049					
Operations Supervisor	2015	22.224	22.890	23.578	24.284	25.013					
Training Officer EMS	2015	20.590	21.207	21.845	22.499	23.175					
MIDWIFE											
Midwife	2080	36.350	37.719	39.366	40.888	42.586					

SCHEDULE “B”

ACADEMIC ALLOWANCE

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]
- Fellowship or Licentiate
\$200.00 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

Laboratory

APPENDIX “A”

CLASSIFICATIONS

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

Audiologist - An employee who is registered to practice by the Manitoba Speech and Hearing Association.

General Duty Audiologist -- A working level Audiologist.

Case Coordinator – An employee who has a Baccalaureate Degree in a related Health or Human Sciences profession with applicable active registration/licensure, or equivalent, who is responsible for assessing, planning and coordinating services for Home Care clients

Palliative Care Coordinator - An employee who has a Baccalaureate Degree in a related Health or Human Sciences profession with applicable active registration/licensure, or equivalent, who is responsible for the coordination of Palliative Care programs and who promotes the integration of the core services of Palliative Care, Crisis Intervention, and professional and public education within the Region.

Community Mental Health Worker/Mental Health Psychogeriatric Worker/Crisis Worker - An employee who has a Baccalaureate Degree in a related Health or Human Sciences profession with applicable active licensure, or equivalent, who promotes mental health through the provision of direct clinical services, consultation services, crisis

intervention and professional and public education to a target population.

Diabetes Educator - An employee who has a Baccalaureate Degree in a related Health or Human Sciences profession with applicable active licensure, or equivalent, who provides prevention, education, care, research and support in the area of Diabetic Education in the community.

Dietitian - An employee registered by the MARD to practice in the Province of Manitoba.

Staff Dietitian/Community Nutritionist – A Dietitian, who assesses, develops and implements, records and follows up on the nutrition care plans or programs for individuals, groups or community.

Emergency Medical Services Personnel – An employee who is a graduate of an approved training program and who has been certified and licensed by the Province of Manitoba, and who provides emergency medical care and services.

Emergency Medical Responder (EMR) – A graduate of and approved EMR training program.

Paramedic I (EMTB)

Paramedic II (EMTI)

Paramedic III (EMTP)

Serving Seniors Worker - An employee who has a Baccalaureate Degree in a related Health or Human Sciences field who participates in assessment, planning,¹⁸³

implementation and evaluation of health promotion programs specific to health needs of the Region.

Medical Laboratory Technologist – An employee who is a graduate of an approved training program who has attained certification and is currently actively registered by CMLTM (College of Medical Laboratory Technologists of Manitoba).

General Duty Technologist - A working level Laboratory Technologist who may be required to carry out peer/trainee functional instruction.

Senior Laboratory Technologist – A Laboratory Technologist who in addition to the duties of a General Duty Laboratory Technologist:

1. Has been delegated supervisory duties for the daily work of assigned staff; and/or
2. Has been delegated the major ongoing responsibility for a teaching program in the department; and/or
3. Has been assigned the ongoing primary responsibility of maintaining Employer designated programs. (A program is neither a test procedure nor a method producing results nor a formally recognized unit of laboratory organization.); and /or
4. A technologist in a facility which employs not more than one equivalent full-time Laboratory Technologist.

Charge Laboratory Technologist - A Technologist who is delegated the over all responsibility for a formally recognized unit of lab organization which is listed in Schedule “C”. (See Note)

Laboratory Technician – An employee who under the supervision of a Technologist performs a limited range of specified Laboratory procedures.

Medical Sonographer – An employee who is a graduate of an approved school of Medical Sonography who has attained certification and is currently registered with the ARDMS.

General Duty Medical Sonographer - A working level Sonographer who may be required to carry out peer/trainee functional instruction.

Senior Medical Sonographer – A Sonographer who in addition to performing General Duty level Sonographer duties is responsible for:

1. The coordination of the teaching program; or
2. Assisting the Charge Medical Sonographer in administrative duties of the section of Ultrasound, supervision of students; and preventative and routine maintenance of equipment; or
3. A Sonographer in a site which employs not more than one (1) equivalent full-time Imaging Technologist.

Radiological Technologist – A graduate of an approved school of Radiology Technology and who has attained certification and is currently registered with the CAMRT.

General Duty Radiological Technologist - A working level Radiological Technologist who may be required to carry out peer/trainee functional instruction.

Senior Radiological Technologist – A Radiological Technologist who in addition to the duties of a General Duty Technologist:

1. Has been delegated supervisory duties for the daily work of assigned staff; and/or
2. Has been assigned the ongoing responsibility of

- performing Employer designated “specialized procedures”; and/or
3. A Technologist in a site which employs not more than one equivalent full-time Diagnostic Imaging Technologist.

Charge Radiological Technologist - A Technologist who is delegated the over all responsibility for a formally recognized unit of Diagnostic Imaging organization which is listed in Schedule “C”. (See Note)

Resource Coordinator – An employee who is a graduate of an approved Health Care related program and who is responsible for the coordination and supervision of Home Care support service providers.

NOTE to apply to all Charge Classifications - Schedule “B” 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

APPENDIX “B”

FACILITIES/PROGRAMS

Sites:

- Bethesda Health and Social Services District
- Desalaberry Health Centre
- Ste. Anne Hospital
- Vita and District Health Centre
- Community Health Programs

Locations:

- East Borderland, Sprague
- Dominion City
- St. Pierre
- Ste. Anne
- Lorette
- Vita
- Steinbach
- Niverville

APPENDIX “C”

HOURS OF WORK

Hours of Work - 1885

East Borderland, Sprague
Dominion City
St. Pierre
• Ste. Anne
Lorette
Vita
Steinbach
Niverville

Hours of Work – 1950

Therapy Services

Hours of Work – 2015

Bethesda Health and Social Services District
Desalaberry Health Centre
Ste. Anne Hospital
Vita and District Health Centre

Hours of Work – 2080

Midwife

2007

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IMPORTANT PHONE NUMBERS

Health Care Employees Pension Plan (HEPP)	942-6591	1-888-842-4233
Manitoba Blue Cross	775-0151	
Canada Pension Plan		1-800-277-9914
Community Unemployed Help Centre	942-6556	1-866-942-6556
Occupational Health Centre	949-0811	1-888-843-1229
Human Rights Commission	945-3352	
Workers Compensation Board	954-4321	1-800-362-3340
Worker Advisor Office	945-5787	1-800-282-8069
Workplace Safety & Health	945-3446	1-800-282-8069