MEMORANDUM OF SETTLEMENT

BETWEEN:

THE EMPLOYERS REPRESENTED BY THE
PROVINICAL HEALTH LABOUR RELATION SERVICES (PHLRS) in

INTERLAKE-EASTERN HEALTH REGION EMPLOYERS ORGANIZATION
PRAIRIE MOUNTAIN HEALTH EMPLOYERS ORGANIZATION,
SOUTHERN HEALTH REGION EMPLOYERS ORGANIZATION
(the "Employer")

and

MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION
("MGEU")

PROFESSIONAL TECHNICAL PARAMEDICAL

The above-referenced parties agree that the following appended items constitute the settlement of all outstanding issues. Status quo language is as agreed to at the negotiations table.

The effective date of the provisions of the new Collective Agreement shall be the date of ratification of the agreement by MGEU PTP, unless otherwise stated in this Memorandum of Settlement.

Errors and omissions excepted.

_____
For PHLRS

_____
For MGEU

_____
For PHLRS

_____
For MGEU

Signed this 17th day of June 2025.

Article	Agreed to Language
Preamble	
WHEREAS it is the desire of both parties to this agreement to maintain harmonious relations between the Employers Organization and its employees, to recognize the mutual value of joint discussion and negotiation in matter pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this agreement, realizing that the first consideration is the welfare of the patients/residents/clients/trainees of the Employers Organization, **WHEREAS the parties to this agreement share a fundamental commitment to provide and improve quality patient/resident/client care and believe that this purpose can be achieved most readily if harmonious relationships exist between the Employer and the employees;** **WHEREAS the Union and the Employers Organization recognize that only through open communication and understanding, can we create a safe workplace where every voice is heard, every perspective is respected and where we collectively strive for growth, unity and a culture of unwavering respect.** AND WHEREAS it is the desire of both parties that these matters be drawn up in an agreement, NOW THEREAS, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:	
Article 1: Scope and Application of Agreement	
1:01 IEHREO	The Employers within the Interlake Eastern Health Region Employers Organization recognizes the Union as the sole bargaining agent for employees in the bargaining units defined in ~~the (Interim)~~ Certificate HSBURA-015, or subsequent amendments thereto or as may be granted voluntary recognition by the Employer.
1:01 PMHREO	The Employers within the Prairie Mountain Health Employers Organization recognizes the Union as the sole bargaining agent for employees in the bargaining units defined in ~~the (Interim)~~ Certificate HSBURA-013, or subsequent amendments thereto or as may be granted voluntary recognition by the Employer.
1:01 SHREO	The Employer within the Southern Health Region Employers Organization recognizes the Union as the sole bargaining agent for employees in the bargaining units defined in ~~the (Interim)~~ Certificate HSBURA-14 or subsequent amendments thereto or as may be granted voluntary recognition by the Employer.
1:05	Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both parties or in the case of training or emergency or as required to maintain competency. Where past practice, as identified by the Employer to the Union as at date of ratification ~~July 14, 2023~~ **(May 28, 2025)**, does not conform with this Article, it is agreed that past practice will continue to apply.

Article 2: Definitions	
19:01	**"**Steward**"** means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both. *Moved from Article 19*
Article 4: Casual Employees	
4:01 (a)	Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of ~~regular~~ ~~wages~~ **all hours paid at basic salary** ~~paid~~ inclusive of callback hours paid at straight time rates in any given bi-weekly period;
NEW 4:01 (w)	**(w) A full-time or part-time employee who resigns and who within thirty (30) calendar days is rehired into casual status shall be paid at the same increment step as the employee received in their former position.**
Article 5: Occupational Classifications	
1st Paragraph IEHREO	The classifications covered by this Collective Agreement are those set out by ~~Interim~~ Certificate IERHA-HSBURA-15 and as listed in the Salary Schedule
1st Paragraph PMHREO	The classifications covered by this Collective Agreement are those set out by ~~Interim~~ Certificate IERHA-HSBURA-13 and as listed in the Salary Schedule.
1st Paragraph SHREO	The classifications covered by this Collective Agreement are those set out by ~~Interim~~ Certificate IERHA-HSBURA-14 and as listed in the Salary Schedule.
Article 7: Salaries	
7:04	Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence, of four (4) weeks or less. **An employee's increment shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.**
7:11	An employee's anniversary date which is used for incremental purposes, shall be their current anniversary date as of the date of signing of this Agreement. For incremental purposes, the Employer agrees to ~~grandfather~~ **grandparent** anniversary dates of employees subsequently entering the bargaining unit.
7:12	**Fifteen (15) Year Long Service Step:** **a) Effective April 1, 2024, a Fifteen (15) Year Long Service Step shall be equivalent to two percent (2%) above top of scale shall be added to the Salary Schedule.**

	b) Employees shall be eligible for the Fifteen (15) Year Long Service Step identified in the Salary Schedule upon completion of the following: **i) Fifteen or more years of continuous service in accordance with Article 2:07; and** **ii) The employee has been at the maximum step of the salary scale for a minimum of twelve (12) consecutive months.** **<u>Twenty (20) Year Long Service Step:</u>** **a) Effective April 1, 2024, a Twenty (20) Year Long Service Step shall be equivalent to two percent (2%) above the Fifteen (15) Year Long Service step.** **b)** Employees shall be eligible for the **Twenty (20) Year** Long Service Step identified in the Salary Schedule upon completion of the following: **(i)** Twenty (20) or more years of continuous service **in accordance with Article 2:07**; and **(ii)** The employee has been at the maximum step of the salary scale for a minimum of 12 consecutive months **<u>Twenty-Five (25) Year Long Service Step:</u>** **a) Effective April 1, 2024, a Twenty-Five (25) Year Long Service Step shall be equivalent to three percent (3%) above the Twenty (20) Year Long Service Step shall be added to the Salary Schedule.** **b) Employees shall be eligible for the Twenty-Five (25) Year Long Service Step identified in the Salary Schedule upon completion of the following:** **i) Twenty-Five or more years of continuous service in accordance with Article 2:07; and** **ii) The employee has been at the maximum step of the salary scale for a minimum of twelve (12) consecutive months.** ~~Continuous service shall be calculated based on calendar years of service.~~
NEW 7:XX	**An employee who has retired and returns to employment in any status after a period of no longer than six (6) months will receive the same placement of step on scale at the time of retirement, including long service steps. The Employer will confirm previous continuous service date for the sole purpose of eligibility for the fifteen (15), twenty (20), and twenty-five (25) year long service steps.**
Article 8: Seniority	
8:01	(a) Seniority shall be defined as the total accumulated regular hours paid from the last date the employee entered the bargaining unit, recognizing that employees transferring to a **term** position out of the bargaining unit with the Employer and who later return, will have their seniority bridged excluding the time worked out of the bargaining unit. (b) Seniority accumulated prior to the date of signing of this Agreement shall be retained.

	(c) At no time will the seniority accrued in one year be greater than the full-time annual hours worked for that classification in accordance with Article 10 – Hours of Work. ~~(d) Once annually the Employer will provide the Union with a seniority list indicating the total seniority hours since the date of entry into the bargaining unit. The seniority list shall be prepared as at the end of the final pay period in each calendar year and shall also include the following: name, classification, employment status (FT, PT, CAS), and date of employment. This list will be posted in all base locations, and a copy provided to the Union, no later than January 31st of each year. This list shall be open for correction for a period of forty-five (45) calendar days from the date of the initial posting. On presentation of proof of error, the Employer will correct any errors so found. By March 31st of each year, the corrected list shall be posted in all base locations, and a copy sent to the Union. This shall be considered the accurate list and shall not be subject to further changes until the next posting.~~ ~~(e) Part-time employees placed on standby shall accrue seniority for hours actually worked on a callback.~~
NEW 8:XX	**Once annually the Employer will provide the Union with a seniority list indicating the total seniority hours since the date of entry into the bargaining unit. The seniority list shall be prepared as at the end of the final pay period in each calendar year and shall also include the following: name, classification, employment status (FT, PT, CAS), and date of employment.** **This list will be posted in all base locations, and a copy provided to the Union, no later than January 31st of each year.** **This list shall be open for correction for a period of forty-five (45) calendar days from the date of the initial posting. On presentation of proof of error, the Employer will correct any errors so found. By March 31st of each year, the corrected list shall be posted in all base locations, and a copy sent to the Union. This shall be considered the accurate list and shall not be subject to further changes until the next posting.**
Article 9: Vacancies, Promotions, Transfers and Portability	
Title	Article 9: Vacancies, Promotions, Probations, Transfers and ~~Portability~~ **Mobility**
9:01	All vacancies shall be filled in accordance with the Collective Agreement. Employer and Inter-Employer postings may occur simultaneously. ~~An employee employed by an Employer who participates at MGEU Professional/Technical/Paramedical Central Table negotiations, who applies for and is awarded a position with another Employer who participates at MGEU Central Table negotiations, and who commences employment with their new Employer within six (6) weeks of termination from their former Employer, shall be entitled to portability of benefits as follows:~~ ~~(a) Seniority credits;~~ ~~(b) Accumulated income protection benefits;~~

	~~(c) Length of employment applicable to next increment date;~~ ~~(d) Length of employment applicable to the rate at which vacation is earned;~~ ~~(e) Length of employment applicable to pre-retirement leave;~~ ~~(f) Length of employment for the purpose of qualifying to join benefit plans;~~ ~~(g) Length of employment applicable to qualification for the retirement provisions of the pension plan;~~ ~~(h) Continuation of benefits plans.~~ ~~See Appendix D.~~
NEW 9:XX1	**Mobility of Benefits** An employee employed by an Employer who participates at MGEU Professional/Technical/Paramedical Central Table negotiations, who applies for and is awarded a position with another Employer who participates at MGEU Central Table negotiations, and who commences employment with their new Employer within six (6) weeks of termination from their former Employer, shall be entitled to ~~portability~~ **mobility** of benefits as follows: (a) **Continuous service date;** (~~a~~**b**) Seniority credits; (~~b~~**c**) Accumulated income protection benefits; (~~c~~**d**) Length of employment applicable to next increment date; (~~d~~**e**) Length of employment applicable to the rate at which vacation is earned; (~~e~~**f**) Length of employment applicable to pre-retirement leave; (~~f~~**g**) Length of employment for the purpose of qualifying to join benefit plans; (~~g~~**h**) Length of employment applicable to qualification for the retirement provisions of the pension plan; (~~h~~**i**) Continuation of benefits plans **subject to the terms and conditions of the benefits plan of the new Employer;** **(j) Transfer of any vacation hours earned unless the employee elects to have their current vacation hours paid out by the previous Employer at the time of the transfer;** **(k) Placement at either the employees' hourly rate of pay from the sending site, or in accordance with previous experience as per Article 7:05, including placement at the twenty (20) year rate;** **(l) Where an employee transfers prior to the completion of maternity leave return of service requirements, the employee shall be allowed to complete the return of service requirements at the receiving Employer.** ~~See Appendix D.~~
NEW 9:XX2	~~1~~**.(a)** The onus is on the employee to advise their new Employer that there are benefits/seniority to ~~port~~ **mobilize as per Article 9:XX1**. ~~2~~ **(b)** The provisions of Article ~~9:13~~ **9.XX1** only apply where an employee terminates employment from one Employer and commences employment with another Employer. It does not apply to "merge" employment/benefits etc. from two or more Employers to one of those Employers.

	~~3~~ **(c)** In the instance where an employee is to commence casual employment with the sending Employer, the employee's employment must be terminated (including a letter of resignation), following which the employee can be newly re-hired as a casual employee. Failure to terminate employment with the sending Employer shall eliminate the ability to ~~port~~ **mobilize** benefits. ~~4~~ **(d)** Once notified of ~~portability~~ **mobilizing** of benefits/seniority, the receiving Employer shall notify the sending Employer by forwarding a "~~Portability~~ **Mobility** Form" to the sending Employer. That Employer will complete the form as soon as possible and forward to the receiving Employer. ~~5~~ **(e)** ~~Portability~~ **Mobility** applies for employment into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are ~~ported~~ **mobilized** at the time of employment. Should the employee not obtain a permanent position in accordance with the new Employer's collective agreement, all seniority and benefits shall terminate, unless they in turn obtain employment with another MGEU Employer where ~~portability~~ **mobility** applies, and within the time lines specified. ~~6~~ **(f)** Employment terminates with the sending Employer and commences with the receiving Employer, in order for ~~portability~~ **mobility** to apply. ~~Therefore, accrued vacation is paid out by the sending Employer; only the accrual rate is ported.~~
Article 10: Hours of Work	
10:01 **IEHREO** **PMHREO**	Regular hours of work for full-time employees excluding meal periods and including rest periods, shall consists of one of the following: (a) seven and three-quarters (7.75) hours per day, the normal bi- weekly period of work shall be comprised of seventy-seven and one-half (77.50) hours when averaged over the rotation period and two thousand and fifteen (2015) hours per year; or ~~(b) seven and one-half (7.5) hours per day, the normal bi-weekly period of work shall be comprised of seventy-five (75) hours when averaged over the rotation period and one thousand, nine hundred and fifty hours (1950) per year; or~~ ~~(c) seven and one-quarter (7.25) hours per day, the normal bi-weekly period of work shall be seventy-two and one-half (72.5) hours when averaged over the rotation period bi-weekly and one thousand, eight hundred and eighty-five hours (1885) per year; or~~ (~~d~~ **b**) eight (8) hours per day, an average of eighty (80) hours when averaged over the rotation period and two thousand and eighty hours (2080) per year; or (e) For clarification purposes it is understood that the daily hours of work in (a)~~, (b), (c),~~ and (~~d~~**b**) above are referenced in this Collective Agreement as eight ("8") hour shifts.
10:05	Where an employee cannot arrive as scheduled at the Worksite due to whiteout/blizzard conditions as declared by Environment Canada or due to road closures as declared by police agencies or Manitoba Infrastructure and Transportation, the employee may be rescheduled if the employer determines that alternate work is available and that it can be rescheduled during the following two (2) consecutive bi-weekly pay periods. Where the rescheduling of such alternate work cannot be accommodated or the employee chooses not to be rescheduled, they may take the time from banked time which includes

	banked overtime, general holiday~~s~~, **or** vacation. **If the above banks are exhausted or already scheduled, the employee may request an unpaid leave of absence.** An employee can request other work arrangements where operational requirements permit and where approval has been authorized by the Employer. **If an employee is able to attend work in spite of the above conditions, and they do so as soon as is possible and within one (1) hour of the scheduled start time, they shall be entitled to pay for the full shift.**
Article 11: Shift Schedules	
11:04	Employees who are required to rotate shifts shall be assigned to work either day shift and evening shift or day shift and night shift. There shall be at least as great a number of day shifts assigned as there are evening or night shifts unless otherwise mutually agreed. This provision does not apply to employees who have agreed to work permanently on evening shift or night shift or who have accepted a position that has been posted as having a non-conforming shift pattern. ~~Any alteration to an existing shift pattern shall only be implemented after meaningful consultation with the employee(s) so affected and the Union. Meaningful consultation shall consist of the following steps:~~ ~~1. The Employer will meet with the affected employee(s) and a representative of the Union to discuss the proposed alteration to the shift pattern. An attempt will be made to obtain the agreement of the majority of the affected employees.~~ ~~2. Failing agreement of the majority of affected employees, the Union and the employee(s) so affected shall, within ten (10) working days, have the opportunity to consider and submit alternate proposals to the Employer for consideration.~~ ~~3. If after consideration of the alternate proposals, the Employer still plans to implement the alteration to the shift pattern, the affected employee(s) will be given at least ninety (90) days' notice.~~
NEW 11:XX	Any alteration to an existing shift pattern shall only be implemented after meaningful consultation with the employee(s) so affected and the Union. Meaningful consultation shall consist of the following steps: 1. The Employer will meet with the affected employee(s) and a representative of the Union to discuss the proposed alteration to the shift pattern. An attempt will be made to obtain the agreement of the majority of the affected employees. 2. Failing agreement of the majority of affected employees, the Union and the employee(s) so affected shall, within ten (10) working days, have the opportunity to consider and submit alternate proposals to the Employer for consideration. 3. If after consideration of the alternate proposals, the Employer still plans to implement the alteration to the shift pattern, the affected employee(s) will be given at least ninety (90) days' notice.

11:06	Flex Time When an employee initiates a request to vary hours worked in order to effectively carry out the various duties and responsibilities of the position in exchange for alternate time off, such time shall be pre-authorized by the Employer and will be banked at the employee's regular rate of pay. The Employer shall not direct employees to "flex" their time. Any flex time approved must be worked and taken in the same pay period, unless mutually agreed otherwise. If mutual agreement cannot be achieved and the flex time is unable to be scheduled within the same pay period the Employer shall ~~pay out the time at the applicable rate~~ **maintain the time in their bank for use by fiscal year end. Any time not used by the fiscal year end shall be paid out at the employee's regular rate of pay**.
Article 12: Overtime	
12:02	~~Effective July 14, 2023, o~~**O**vertime rates shall be: (a) Overtime shall be compensated at two (2x) times the employee's basic rate of pay for authorized overtime hours worked. (b) Full-time employees who work on a scheduled day off shall be paid at the rate of two times (2x) the employee's basic salary. (c) Employees working two (2) full consecutive shifts shall receive double time (2x) the basic rate of pay during the additional of two consecutive shifts. Employees will receive their basic rate of pay for the period of overlap. (d) Employees shall be compensated at two and one-half times (2½x) the employee's basic rate of pay for authorized overtime worked on a general holiday. (e) Employees shall receive one (1x) time the basic rate of pay due to a missed paid rest period.
12:05	**Effective date of ratification** An employee performing overtime without twenty-four (24) hours notice, for a period in excess of two (2) hours, in succession with their regular shift, shall be paid a meal allowance of ~~ten dollars ($10.00)~~ **twelve dollars ($12.00)**.
Article 13: Standby and Callbacks	
13:08	An employee who is required to report for duty on a callback shall be reimbursed for transportation costs at the applicable mileage rate with a guaranteed minimum of ~~$4.00~~ **$6.00** per round trip.
Article 14: Premiums	
14:01	(a) An evening shift premium of ~~one dollar and seventy-five cents ($1.75)~~ [two dollars ($2.00) ~~effective July 14, 2023~~] **[two dollars and twenty-five cents ($2.25) effective [date of ratification]]** per hour shall be paid to an employee for all hours actually worked on any shift when the majority of the hours on that shift fall between 1600 hours and the next succeeding 2400 hours.

	The evening shift premium shall be applicable to each hour worked after sixteen hundred (1600) hours on a 'modified' day or evening shift during which at least two (2) hours are worked between sixteen hundred (1600) hours and the end of the shift. (b) A night shift premium of ~~two dollars and fifty cents ($2.50) [~~three dollars and fifty cents ($3.50) **[three dollars and seventy-five cents ($3.75) effective [date of ratification]]** ~~effective July 14, 2023]~~ per hour shall be paid to an employee for all hours actually worked on any shift when the majority of the hours on that shift fall between 2400 hours and 0800 hours.
14:02	A weekend premium of ~~two dollars ($2.00)~~ **five dollars and seventy-five cents ($5.75)** per hour **effective date of ratification** shall be paid to an employee **for all hours actually worked between 1800 hours and 2400 hours on the Friday,** ~~on any shift where the majority of hours on that shift fall~~ **all shifts worked on the Saturday and Sunday for all hours worked** between 0001 hours **and 0730 hours on the Monday**. ~~on the Saturday and 2400 hours on the following Sunday~~.
14:04	~~Except as provided in 14:03, shift premium and weekend premiums shall not be payable while an employee is receiving overtime rates.~~
NEW 14:XX	**ICU Premium** **A premium of three dollars ($3.00) per hour effective thirty (30) days post ratification will be provided to employees for all paid hours worked in a position solely designated in an Intensive Care Unit. (Brandon, or anywhere else a new ICU is introduced).** **ED (with ICU) Premium** **A premium of three dollars ($3.00) per hour effective thirty (30) days post ratification will be provided to employees for all paid hours worked in a position solely designated in an Emergency Department where an ICU exists in the same facility. (Brandon, and any other hospital where an ED (with an ICU) is introduced in the future.)** **ED/Urgent Care Premium (without ICU)** **A premium of two dollars ($2.00) per hour effective thirty (30) days post ratification will be provided to employees for all paid hours worked in a position solely designated in an Emergency Department/Urgent Care. (Swan River, Dauphin, Selkirk, Portage la Prairie, Neepawa, Boundary Trails, Bethesda, and any other facility in future where employees are exclusively dedicated to staffing an ED/Urgent Care.)**
Article 15: Annual Vacation	
15:03	**To start accruing in the 2024/2025 vacation year, for utilization in the 2025/2026 vacation year. If the vacation selection process has already commenced the employee will be credited with the time but cannot use seniority to select time.* ~~Applicable to all employees, except for former Civil Service employees.~~ Employees shall be entitled to paid vacation,

<table>
<tr><td></td><td>calculated on the basis of vacation earned at the following rates:

<table>
<tr><th>Length of Employment</th><th>Rate at Which Vacation Earned</th></tr>
<tr><td>In first (1st) three (3) years</td><td>Fifteen (15) days per year</td></tr>
<tr><td>In the fourth (4th) to ninth (9th) year inclusive</td><td>Twenty (20) days per year</td></tr>
<tr><td>In the tenth (10th) to twentieth (20th) year inclusive</td><td>Twenty-five (25) days per year</td></tr>
<tr><td>In the twentieth (20th) year and subsequent</td><td>Thirty (30) days per year</td></tr>
</table>

Vacation entitlement for the vacation year following completion of the third (3rd), ~~10~~ ninth (9th) and ~~20th~~ nineteenth (19th) years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.</td></tr>
<tr><td>15:11</td><td>Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act or Manitoba Public Insurance (MPI) (as a result of a motor vehicle accident while on duty), vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) cumulative months from the date the employee first commenced being absent from work for surgery or rehabilitation due to the injury or disability.</td></tr>
<tr><td colspan="2">Article 16: Income Protection</td></tr>
<tr><td>16:02</td><td>(a) Full-time employees shall accumulate income protection credits at the rate of one and one-quarter (1 ¼) days per month.

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

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

• Eighty percent (80%) of the balance will be reserved for the employee’s personal use.</td></tr>
</table>

	• Twenty percent (20%) of the balance will be reserved for either the employee's personal use or for use in the event of family illness in accordance with 16:09. **<u>Effective April 1, 2027</u>** (a) Full-time employees shall accumulate income protection credits at the rate of ~~one and one-quarter (1 ¼)~~ **one and one-half (1.5)** days per month. Of each day and a ~~quarter~~ **half (1.5)** of income protection credits earned, one **point two (1.2)** day**s*** **(80%)** shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining ~~one quarter~~ **point three (0.3)** of a day* **(20%)** shall be reserved for either the employee's use or for use in the event of family illness as specified in 16:09. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes. *In the employee's first year of employment, amend "one **point two (1.2)** day**s**" to read "~~three quarters~~ **point nine (0.9)** of a day" and amend "~~one quarter~~ **point three (0.3)** of a day" to read "~~one half~~ **point six (0.6)** of a day". • Eighty percent (80%) of the balance will be reserved for the employee's personal use. • Twenty percent (20%) of the balance will be reserved for either the employee's personal use or for use in the event of family illness in accordance with 16:09. (b) Part-time employees shall accumulate income protection credits on a pro rata basis. (c) An employee, in their first year of employment, shall be entitled to utilize up to five (5) days of income protection credits before they are earned. The Employer may recover from a terminating employee all paid sick leave granted but not earned.
16:05	If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided**, if requested**. If an employee is on income protection which commences prior to, and continues into an approved vacation period, the displaced portion of the approved vacation shall be rescheduled.
16:09	Subject to the provisions of Article 16:02, an employee may use up to ~~five (5)~~ **seven (7)** days of Income Protection in any one (1) calendar year to provide care in the event of an illness of a spouse, common law spouse including fiancé, dependent child, dependent step-child, parent, step-parent, or parent-in- law of the employee. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

NEW 16:XX1	**Health examinations required by the Employer shall be at the expense of the Employer.**
NEW 16:XX2	**Where an employee is not eligible for D&R coverage due to age (on the date which is four (4) months prior to the date of attaining age 65), the employee may utilize accrued income protection credits up to one hundred and eighty (180) calendar days.**
NEW 16:XX3	**<u>Effective date of ratification</u>:** **<u>Personal Wellness Leave (PWL)</u>** **Personal Wellness Leave (PWL) is designated time off that an employee can use to support their physical and mental wellness.** **An employee may utilize up to two (2) days from their accumulated income protection credits in each fiscal year to be used for PWL. The use of PWL cannot reduce the number of income protection credits to less than twelve (12) days.** **The utilization of PWL is subject to the following:** **a) the leave shall be for physical or mental wellness,** **b) the two (2) days of leave can be used consecutively, but shall not be used contiguous with a vacation leave, and** **c) these two (2) days are not carried forward fiscal year to fiscal year.** **The employee shall request PWL at minimum twenty-four (24) hours in advance and no more than seventy-two (72) hours in advance. Subject to operational requirements the request for PWL shall not be unreasonably denied.** **PWLs are intended to support physical and mental wellness and these days will not be used by the Employer for the purpose of any Attendance Management program that may relate to the employee.**
Article 17: Bereavement Leave	
17:01	Bereavement leave of up to four (4) consecutive working days without loss of pay shall be granted in the event of the death of a spouse, common-law spouse, fiancé, same-sex partner, child, stepchild, ward of the employee, parent, step-parent, sibling, step-sibling, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former legal guardian, and any other relative who had recently been residing in the same household. Such days may be taken only in the period which extends from the date of death, up to and including the day following interment, funeral, or initial memorial service or four (4) consecutive working days following the death, whichever is greater. One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment, funeral, or initial memorial service is at a later date. **For the purposes of this Article, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the employee.**

Article 18: General Holidays	
18:01	A paid day of rest shall be granted to every full-time employee on or for each of the following general holidays: New Year's Day (January 1) Louis Riel Day Good Friday Easter Monday Victoria Day Canada Day (July 1) Terry Fox Day Labour Day National Day for Truth and Reconciliation ~~(effective September 30, 2021)~~ Thanksgiving Day Remembrance Day Christmas Day (December 25) Boxing Day (December 26) And any other holiday declared by the Federal and/or Provincial Authorities. Where the Employer requires an employee to work a regular work day on December 24th, when that day falls on Monday thru Friday inclusive, such employee shall be entitled to one-half (½) day of compensatory leave with pay to a maximum of four (4) hours, to be taken at a time mutually agreed between the Employer and employee.
Article 19: Union Representation and Business	
19:01	*Moved to Article 2*
Article 20: Leave of Absence	
20:07	*Moved to Article 7*
20:13 (a)	An employee must have completed at least **thirty** (30) days of employment with the Employer as of the intended date of leave.
Article 21: Parenting Leave	
21:06 3.	An employee who qualifies in accordance with Articles 21:06 (1) and (2) as above is entitled to Parental Leave without pay for a continuous period of up to sixty-three (63) weeks inclusive of vacation as specified below. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave (inclusive of vacation as specified below) exceeding eighty (80) consecutive weeks.

	Where Maternity and/or Parental Leave exceeds seventeen (17) weeks, the employee may elect to carry over to the next vacation year any remaining current annual vacation and their vacation accrual to date, to a maximum of ten (10) vacation days, prorated for part- time employees. The balance of the current annual vacation not carried over will be paid out at a time immediately following the period during which E.I. benefits were payable (even if this period extends into the following vacation year). Any vacation earned up to the time of commencement of leave in accordance with Article 15 will be retained and will be available to be taken in the following vacation year. **It is understood that an employee shall not be permitted more paid vacation entitlement (time off) per year than what is provided in Article 15:03 and 24:03.**
Article 22: Grievance Procedure	
22:06	All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are good for the sake of procedural orderliness and are to be adhered to. ~~The time limits specified above may be extended by mutual agreement of the parties as confirmed in writing.~~
Article 24: Part-Time Employees	
24:02	Part-time employees will be paid ~~four point six two (4.62%) percent (~~five [5**%**] percent ~~effective September 30, 2021)~~ of their basic rate of pay in lieu of time off on general holidays. Such holiday pay shall be included on each regular pay, and is in addition to payment for time worked on a general holiday.
24:05	Unless otherwise mutually agreed between the Employer and the employee, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee. Vacation compensation earned as a result of working additional hours in accordance with Article 24:10 shall be ~~paid in accordance with the Employer's past practice/policy as at July 14, 2023.~~ **taken as a vacation payout at the employee's basic rate of pay at the beginning of each vacation year.**
Article 26: Employee Benefits and Pre-Retirement Leave	
26:03	<u>Health Spending Account (HSA)</u> A Health Spending Account will be provided in accordance with the terms and conditions of the HEB Manitoba Plan. ~~Effective the first day of the month after ratification and no sooner than July 1, 2023 the Employer will agree to increase the Health Spending Account to:~~ **The annual Health Spending Account amount shall be:** $1,250 for Full-time Employees

	$1,000 for Part-time Employees
Article 27: Discipline and Discharge	
27:02	When it becomes necessary to discipline an employee, other than a verbal warning, the employee will be represented by the Union at a meeting held to discuss or impose disciplinary action unless they refuse such representation. When possible, the Employer shall give the employee advance notice of the nature of the complaint. **An employee who is placed on a leave pending an investigation~~,~~ shall continue to receive basic pay, except in cases of extenuating circumstances**.
Article 31: Performance Appraisals	
Title	Article 31: Performance ~~Appraisals~~ **Conversations**
31:01	When performance ~~appraisals~~ **conversations** are conducted, the following guidelines will apply: (a) Performance ~~appraisals~~ **conversations** shall be in writing and the contents shall be discussed with the employee; (b) The employee shall sign the performance ~~appraisal~~ **conversation** for the sole purpose of indicating that they are 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~~ **conversation** at their request. (e) If the employee regards the performance ~~appraisal~~ **conversation** to be inaccurate they may file a grievance in accordance with Article 23 of this Collective Agreement.
Article 34: Health and Safety/Reasonable Accommodation	
NEW 34:XX1	**The Employer will make available appropriate Critical Incident support, to an employee affected by a Critical Incident, an incident or circumstances that are deemed by the employee to be outside the normal experience of their duties/workplace, and/or upon request of the employee, or the manager on behalf of the employee.** **If the employee is unable to complete the remainder of their shift as a result of the impact of the Critical Incident, the employee shall incur no loss in regular pay and benefits for the day on which the Critical Incident occurs.** **If an employee becomes injured or ill due to the Critical Incident, the process under Article 16:12 shall apply.**

NEW 34:XX2	**The Employer shall provide wireless communication devices, which may include cellular or smart phones, appropriate to the need and purpose of the employee's travel function, in accordance with the Employer's policy.**
Article 36: Bridging of Service	
NEW 36:XX	**Upon termination of employment an exit appraisal shall be forwarded to the employee to voluntarily complete.** **Included on the form will be an option for the employee to request a personal meeting with an Employer designate who is other than the employee's direct manager.**
Article 38: Temporary Transfers, Reassignment and/or Redeployment	
38:01	~~(a) Qualified employees will be offered the opportunity to work in Sites experiencing occasional needs for additional employees.~~ ~~(b) Temporary transfers will not take place until all provisions are fulfilled for assigning additional shifts at the receiving Site.~~ ~~(c) Employees who are temporarily transferred will be covered by the Collective Agreement. Prior to a temporary transfer, the Employer will outline the duration of the temporary transfer, as well as entitlements for transportation allowance, meal allowance, accommodation, and other applicable travel allowances.~~ ~~(d) Where not enough employees volunteer for temporary transfer, involuntary transfers will only occur on an emergent and episodic basis consistent with the provisions detailed in the Collective Agreement.~~ ~~(e) Orientation will be provided as reasonably possible.~~ ~~(f) It is understood that transfers will occur within a seventy-five (75) kilometer radius of the originating site and/or location, unless a greater distance is mutually agreed between the Employer and the Union.~~ ~~(g) Employees who are temporarily transferred to sites within and between the Employers Organization(s) shall be eligible for transportation reimbursement in accordance with the Province of Manitoba mileage rates for use of a personal motor vehicle, in accordance with the following formula:~~ ~~Distance (in kilometers) from the employee's home to the new work site and/or location minus the distance (in kilometers) from the employee's home to the employee's originating work site and/or location.~~ **1. In the event of a reassignment being necessitated by a staffing shortage or vacancy within the Employer, an employee may be reassigned subject to the following conditions:** **a) Before reassigning an employee, the Employer shall take the reasonable steps available to fill the vacant shift(s), including seeking qualified volunteers to work the necessary shift(s).**

	2. Those Employees reassigned (whether voluntary or involuntarily) external to the program/site or outside a seventy-five (75) km radius within the program/site shall be compensated as follows: the greater of six ($6.00) per hour or fifteen percent (15%) above their normal rate of pay for all hours worked while reassigned (for clarity this premium is over and above overtime rates, where overtime is earned during reassignment). Such reassignment of employees will be applied as equitably as reasonably possible amongst those employees who are qualified and able to perform the duties on a quarterly basis as follows: **a) The reassignment will enhance the well-being of other employees working at the facility/program/site and will not adversely impact the well being of the employee who is reassigned.** **b) No employee will be compelled to accept a reassignment greater than seventy-five (75) kms from their base location.** **c) Where an employee is reassigned external to the program/site or outside a seventy-five (75) km radius within the program/site within the Employer, they shall also be compensated as follows:** **Provided with a daily 'Work Disruption Allowance' as follows:** **• Over 1 and up to – 49 km between sending and receiving site - $40** **• Between 50 – 99 km between sending and receiving site - $80** **• Between 100 – 149 km between sending and receiving site - $130** **• 150 km more between sending and receiving site - $180** **Where an employee is involuntarily reassigned to an alternate program/site, and the employee's travel time is greater than the distance to their regularly assigned base location, the additional travel time will be considered time worked and eligible for overtime compensation as per the conditions of the Collective Agreement.** **d) Where a change in work schedule is required by the Employer (receiving Department/ facility/program/site) because of a reassignment, the employee(s) shall be compensated with a 'Shift Disruption Allowance' as described below for each shift that has been changed and worked by the employee. The following rules shall apply:** **Compensation of one of the following amounts as applicable per shift, whichever is greatest:** **• $25 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than one (1) hour and up to four (4) hours**; or** **• $35 Impact Shift Changes: a change is made to the calendar day that an employee was scheduled to work (no change to shift length or shift description)**; or**

	• $50 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than four (4) hours; or a change is made to the shift length (e.g. 8 to 12 hours); or a change is made to the shift description (e.g. from straight Days to Days/Nights, or from straight Days to Days/Evenings);** ****It is understood that the provisions of Article 11:05 shall apply**** **i. Shift disruption allowance will not be paid on days during which the employee does not work or for shifts that have not been changed;** **ii. Employees shall not be eligible to receive overtime as a result of changes to their shift length (i.e. changing from 8 to 12 hour shifts), unless they are in an overtime situation as identified in the employee(s) respective Collective Agreement and are now required to work additional hours. For clarity, adding hours to shift duration when an employee has been reassigned during the course of their shift, shall result in daily overtime compensation.** **iii. Changes to shift length must not cause a decrease to the employees' EFT; and** **iv. Shift disruption allowance will cease to be paid, upon the effective date of the subsequent shift schedule which shall be posted in accordance with the Collective Agreement, and the employee is scheduled as posted. If this posted schedule is disrupted, the employee shall be paid in accordance with i. above. When the reassigned employee is returned to their regular assignment, the Shift Disruption Allowance is not applicable.** **e) Where an employee is involuntarily reassigned for more than three (3) shifts or twenty-three point two five (23.25) hours (whichever is less), in a four (4) week period (commencing the date of the first reassignment), all subsequent involuntarily reassigned regular (non-overtime rate) hours shall be paid at double (2x) the reassignment compensation, as provided in paragraph #2 above ($6/hour or 15% x 2 = $12/hour or 30%, whichever is greater).** **f) Reassignments as #2 above will be made by the out-of-scope manager with as much notice as possible. Selection of the employee to be reassigned shall be based on ability and experience and shared as equally as possible amongst the employees in each program/site. It is understood that such reassignments will only occur within a seventy-five (75) kilometre radius of the employee's base location unless a greater distance is mutually agreed between the Employer and the employee.** **3. Orientation will be provided 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.**

	4. Employees who are reassigned within the Employer shall be reimbursed for expenses in accordance with Article 39 Meal Expenses/Travel Allowances. **5. In the event of a long term or repetitive vacancy which the Employer has not been able to fill in accordance with the Collective Agreement, the Employer and Union shall meet to determine measures to address the vacancy. Such measures may include consideration of additional incentives to attract applicants to the position. Either party may refer the issue to the Union/Management Committee as provided for in Article 33 Union/Management Advisory Committees.** **6. The Employer shall notify the Union no less often than monthly of each occurrence where an employee is reassigned whether voluntarily or involuntarily.**
Article 39: Meal Expenses/Travel Allowances	
39:07	An employee who is eligible may claim the following meal allowances: (a) In all areas not covered by remoteness allowance: Breakfast Luncheon Dinner ~~Apr 1/13 $7.85 $9.85 $16.70~~ **Apr 1/24 $8.64 $10.84 $18.37** (b) In areas covered by remoteness allowance: Breakfast Luncheon Dinner ~~Apr 1/13 $8.35 $10.35 $17.90~~ **Apr 1/24 $9.19 $11.39 $19.69** Note: When the Province of Manitoba meal rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.
39:09	When an employee is in travel status and a meal expense occurs, the employee is entitled to a meal claim up to the provincial rate, ~~however, must provide receipt of all meals or meal per diem(s) claimed.~~
39:19	An employee who is in travel status may claim an incidentals allowance of ~~five dollars ($5.00)~~ **fifteen dollars ($15.00)** for each night. The incidentals allowance covers reimbursement for all incidental expenses.

	Employees required to use, or provide their own personal vehicle for Employer business, which has been pre-authorized by the Employer, shall be reimbursed and paid in accordance with the Province of Manitoba mileage rates, subject to a minimum mileage payment of six dollars ($6.00) return, and in accordance with the following formula: Distance (in kilometers) from the employee's home to the alternate location/worksite minus the distance (in kilometers) from the employee's home to the employee's originating worksite. It is understood that any adjustments in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective. Upon request, an employee who is required to commence or terminate their shift between 0001 hours and 0600 hours, and who does not have their own transportation will have transportation provided by the Employer. ***Should Home Care Program in the MGEU support bargaining unit be reimbursed in accordance with Government of Canada mileage rates, MGEU PTP Home Care Program will receive the same increase with the same implementation date.**
Article 40: Academic Allowance	
40:01	**Effective the date of ratification** The Employer shall pay the following non-cumulative amounts in addition to the salaries as per the Salary Schedule, provided such academic attainment is relevant to the position held, is from an accredited institution, and is not a basic qualification for the position: - **Bachelor of Arts degree - $125.00 per month ($57.69 bi-weekly) prorated on an hourly basis;** - **Bachelor of Science degree - $125.00 per month ($57.69 bi-weekly) prorated on an hourly basis;** - Masters Degree – $175.00 per month ($80.77 bi-weekly) pro-rated on an hourly basis; - Licentiate or Fellowship – $225.00 per month ($103.85 bi-weekly); pro-rated on an hourly basis; - Doctoral Degree – $325.00 per month ($150.00 bi-weekly) pro-rated on an hourly basis; - B.Sc. and A.P.R.T. – $225.00 per month ($103.85 bi-weekly); pro-rated on an hourly basis; Note: Academic Allowance will commence the date at which the employee provides supporting documentation in the form of a copy of a transcript or degree to the Employer.

	Note: Notwithstanding the above, the Employer confirms that Academic Allowances not listed above currently paid to existing employees shall not be discontinued or reduced for the duration of that employee's employment, unless specifically negotiated at a later date.
Article 42: Term of Agreement	
42:01	Unless otherwise specified, this Agreement and all its provisions shall be effective April 1, 20~~18~~**24**.
42:02	(a) This Agreement shall be in full force and effect until March 31, 202~~4~~**8**, and thereafter should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first. (b) The Union agrees to give the Employer at least two (2) week's (14 days) written notice as to the intended time and date of strike action. (c) The Employer agrees to give the Union at least two (2) week's (14 days) written notice as to the intended time and date of lockout.
42:07	~~Should there be~~ **All applicable** retroactive wage **adjustments** ~~and benefit adjustments, they~~ shall be made payable within ~~sixty (60) working~~ **ninety (90) calendar** days of the date of ratification**, or within ninety (90) calendar days from the date the parties agree to the Salary Schedule, whichever is later.** Such retroactive adjustments shall be paid on a separate deposit and applied as follows: (a) To full-time, part-time, ~~temporary~~ **term** and casual employees who are covered by this Agreement. (b) Upon written application **made within sixty (60) calendar days of ratification**, to employees who have resigned or retired. (c) Upon written application **made within sixty (60) calendar days of ratification**, to the estate of deceased employees.
42:08	The ratification date of the current Collective Agreement occurred on ~~July 14, 2023~~ **May 28, 2025**.
Article 43: Telephone Consults	
43:01	When an employee is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the following shall apply: (a) An employee who **is placed on standby shall, in addition to standby premium, be paid at the applicable overtime rates for all time spent on any telephone calls received. In any event the employee shall be guaranteed a minimum of fifteen (15) minutes compensation at the aforementioned rate per call. Accumulated time spent on telephone**

	consultations extending beyond fifteen (15) minutes shall be compensated at the next higher fifteen (15) minute interval. ~~has not completed their regular daily or biweekly hours of work shall be paid at their basic rate of pay for a minimum of fifteen (15) minutes or actual time worked whichever is greater for each telephone consultation call logged.~~ (b) ~~An employee who has completed their regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate for a minimum of fifteen (15) minutes or actual time worked whichever is greater for each telephone consultation call logged.~~ (c) For purposes of calculation as per (a) and (b) above, time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
NEW 43:XX1	**Where the employee is authorized to handle bona fide work-related matters through electronic means, including email, without returning to the workplace, the employee shall be compensated in the same manner as a telephone consultation.**
NEW 43:XX2	**Telephone consultations, or matters handled through electronic means shall not constitute a call back to work.**
Article 44: Emergency, Disaster and Fire Plans	
44:01	The importance of disaster plan exercises**,** and fire drills **and safety equipment testing,** is mutually acknowledged by the Employer and the Union.
New Article: Legal Liability	
NEW	**1. If an action or any form of legal proceeding (referred to below as a "claim"), other than a complaint or report made to an employee's regulatory body, employee is brought against any employee who is, or any former employee who was, covered by this Agreement, which claim arises out of the employee's actions while in the good faith performance of their duties, and provided such actions do not constitute gross negligence, then:** **(a) the employee shall notify the Employer as soon as possible;** **(b) upon notification, the Employer and the employee shall meet as soon as possible, and appoint counsel who is mutually agreeable to both the Employer and the employee;** **(c) should the Employer and the employee not be able to agree on counsel satisfactory to both, then the employee may unilaterally appoint legal counsel subject to the following conditions:** **i) the legal counsel must be entitled to practice law in the Province of Manitoba and be in good standing with the Law Society of Manitoba;** **ii) the legal counsel must be qualified and competent to practice in the area of law at issue in the claim;** **iii) reasonable legal fees shall be paid by the Employer and, only if prior approval is sought, which approval shall not be unreasonably withheld, disbursements including but not limited to fees for transcripts, travel expenses for counsel and/or witnesses, or the services of experts;** **(d) the employee shall have the sole right to instruct private legal counsel;**

	(e) if a settlement of any claim is reached, and if the settlement is approved by the Employer before the settlement is finalized, the Employer shall pay any amount the employee is liable for in connection with settlement of the claim; and **(f) the Employer shall pay any monetary amounts, damages, and/or costs awarded against the employee in any claim, and all reasonable legal fees and related expenses (e.g. disbursements, travel, etc.).** **2. All reasonable legal fees and related expenses (e.g. disbursements, travel, etc.) incurred by employees or former employees who are reasonably required to retain their own counsel in relation to attendance at or an appearance before any Commission of Inquiry, or fatality inquest, shall be paid by the Employer.**
New Article: Interpersonal Violence Leave	
NEW	**<u>Interpersonal Violence Leave</u>** **For the purpose of this Article, the meaning of "Common-law Partner", "Dependant", "Interpersonal Violence", and "Parent" are as defined in sections 59.9(1) and 59.11(1) of the Manitoba Employment Standards Code.** **(a) An employee is entitled to interpersonal violence leave if:** **(i) The employee or a dependent is a victim of interpersonal violence; and** **(ii) The employee has been employed by the same Employer for at least ninety (90) days.** **(b) An employee is entitled to both the following periods of interpersonal violence leave in each fifty-two (52) week period:** **(i) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one (1) continuous period.** **(ii) Leave of up to seventeen (17) weeks to be taken in one (1) continuous period.** **(iii) Employees may take the leave in any order that meets their individual circumstances.** **(c) An employee may take an interpersonal violence leave only for one (1) or more of the following purposes as they relate to the employee or to a dependent:** **(i) To seek medical attention in respect of a physical or psychological injury or disability caused by the interpersonal violence.** **(ii) To obtain services from a victim services organization.** **(iii) To obtain psychological or other professional counselling.** **(iv) To relocate temporarily or permanently.** **(v) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence.** **(vi) Any other prescribed purpose.** **(d) For the purpose of this Article, a child is also considered to be a victim of interpersonal violence if they are directly or indirectly exposed to interpersonal violence experienced by:** **(i) A parent.** **(ii) A parent or child of a person referred to in (i) above.** **(iii) A spouse or common-law partner of the child.** **(iv) A child of the child.**

	(v) Any other person who lives with the child as member of their family. **(e) Subject to Article XX:XX(f), leave taken under this Article is unpaid leave.** **(f) An employee shall be granted up to five (5) days of leave in a fifty-two (52) week period as paid leave, provided that when giving notice under Article XX:XX(h) the employee notifies the Employer which days, if any, are to be paid leave.** **(g) If an employee takes any part of a day as leave under this Article, the Employer may count that day as a day of leave for the purpose of this Article.** **(h) An employee who wishes to take leave under this Article must provide as much notice as is reasonable and practicable under the circumstances.** **(i) An employee who has taken leave under Article XX:XX(b)(iii) may end their leave earlier than the date specified by giving the Employer written notice of at least two (2) weeks. Where an employee has been provided necessary time off under this Article, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.** **(j) An employee taking leave under this Article may be required to provide the Employer with reasonable verification of the necessity of the leave upon request.** **(k) Situations involving interpersonal violence shall be treated in strict confidence by both the Employer and the Union (where relevant) except where disclosure may be required to ensure the safety of the employee or the staff, is required by law, or where the employee has given consent.**
Appendix A: Bi-Weekly Remoteness Allowance	
G. Bi-Weekly Rates PMHREO	Chart – Dates: Remove: ~~April 1, 2017~~ ~~March 31, 2018~~ ~~September 29, 2018~~ ~~March 30, 2019~~ ~~March 28, 2020~~ ~~March 27, 2021~~ Add: **March 25, 2023** **March 23, 2024** **March 22, 2025** **March 21, 2026**
Appendix C: MGEU PTP Site List and Base Locations	
Site List IEHREO	**Interlake-Eastern Health Services** **100 Easton Drive, Selkirk**

Site List PMHREO	Dinsdale Personal Care Home *
Appendix D: Guidelines for Interpretation of Article 9:13 (Portability)	
Moved to Article 9	
General Wage Increases	
NEW	**The Employer will provide a general wage increase of 11.25% broken down by year as follows:** **April 1, 2024 – 2.5% + 1% Market Adjustment for all classifications** **April 1, 2025 – 2.75%** **April 1, 2026 – 3.0%** **April 1, 2027 – 3.0%** **Note: The above general wage increases shall apply to all market adjustment or standardization negotiations which occurred pre-ratification, unless otherwise noted.** **Note that the 1% market adjustment for all classifications will be applied after the April 1, 2024 GWI.**
Memoranda of Agreement	
MOA #1 RE: Application of Overtime Rates for Callback	RE: APPLICATION OF OVERTIME RATES FOR CALLBACK The purpose of this Memorandum is to provide clarification on the interpretation and application of Article 1**3**:05 for the payment of callback. **The rates in this memorandum to be effective (date of ratification).** ~~Implementation of this memorandum to be effective the second full pay period following the final date of ratification (May 30, 2004).~~ For the purpose of this Memorandum, a calendar day is defined as the period of time between 0001 hours and the next succeeding 2400 hours. For the purpose of this Memorandum, a callback commencing before midnight and ending after midnight into the next calendar day shall be calculated as if the callback occurred entirely within the first calendar day. 1. FULL TIME EMPLOYEES (a) Multiple call backs while on standby on a day other than ~~a scheduled day off or~~ a General Holiday - ~~One and one-half times (1 ½ X)~~ **Two (2x)** rate is payable. ~~Two times (2X) rate is payable for time actually worked when an employee works in excess of three (3) hours while on standby within any one (1) calendar day.~~ For example, an employee is on standby and is called to report for duty three (3) times within the calendar day: 1st callback - Employee works two (2) hours. The employee is paid two (2) hours at ~~one and one-half times (1 ½ X)~~ **two (2x)** rate. The employee is also paid ~~one and one-half times (1 ½ X)~~ **two (2x)** rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates. 2nd callback - Employee works two (2) hours.

	The employee is paid one (1) hour at ~~one and one-half times (1 ½ X)~~ **two (2x)** rate for the first hour worked and two times (2X) rate for the second (2nd) hour worked. The employee is also paid ~~one and one-half times (1 ½ X)~~ **two (2x)** rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates. 3rd callback - Employee works two (2) hours. The employee is paid two (2) hours at two times (2X) rate. The employee is also paid ~~one and one-half times (1 ½ X)~~ **two (2x)** rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates. ~~(b) Call backs on a scheduled day off (except when such days off are a General Holiday) - Two times (2X) rate is payable on all callback hours paid.~~ ~~For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:~~ ~~1st callback - Employee works one (1) hour.~~ ~~The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.~~ ~~2nd callback - Employee works four (4) hours.~~ ~~The employee is paid two times (2X) rate for four (4) hours.~~ ~~3rd callback - Employee works two (2) hours.~~ ~~The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.~~ (**b**) Call backs on a General Holiday - Two and one-half times (2 ½ X) rate is payable on all callback hours paid. For example, an employee is on standby and is called to report for duty three (3) times within the calendar day: 1st callback - Employee works one (1) hour. The employee is paid two and one-half times (2 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates. 2nd callback - Employee works four (4) hours. The employee is paid two and one-half times (2 ½ X) rate for four (4) hours. 3rd callback - Employee works two (2) hours. The employee is paid two and one-half times (2 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates. 2. PART TIME EMPLOYEES (a) Multiple call backs while on standby on a day other than a General Holiday - ~~One and one-half times (1 ½ X)~~ **Two (2x)** rate is payable. ~~Two times (2X) rate is payable for time actually worked when an employee works in excess of three (3) hours while on standby within any one (1) calendar day.~~ For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:

	1st callback - Employee works two (2) hours. The employee is paid two (2) hours at ~~one and one-half times (1 ½ X)~~ **two (2x)** rate. The employee is also paid ~~one and one half times (1 ½ X)~~ **two (2x)** rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates. 2nd callback - Employee works two (2) hours. The employee is paid one (~~1~~2) hours at ~~one and one-half times (1 ½ X)~~ **two (2x)** rate ~~for the first hour worked and two times (2X) rate for the second (2nd) hour worked.~~ The employee is also paid ~~one and one-half times (1 ½ X)~~ **two (2x)** rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates. 3rd callback - Employee works two (2) hours. The employee is paid two (2) hours at two times (2X) rate. The employee is also paid ~~one and one-half times (1 ½ X)~~ **two (2x)** rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates. ~~(b) NOTE: This provision applies only to callback while on standby on a day where a part-time employee is not scheduled to work a regular shift, but has worked full-time hours within the bi-weekly pay period.~~ ~~Two times (2X) rate is payable on all callback hours paid.~~ ~~For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:~~ ~~1st callback - Employee works one (1) hour.~~ ~~The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.~~ ~~2nd callback - Employee works four (4) hours.~~ ~~The employee is paid two times (2X) rate for four (4) hours.~~ ~~3rd callback - Employee works two (2) hours.~~ ~~The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.~~ (**b**) Call backs on a General Holiday - Two and one-half times (2 ½ X) rate is payable on all callback hours paid. For example, an employee is on standby and is called to report for duty three (3) times within the calendar day: 1st callback - Employee works one (1) hour. The employee is paid two and one-half times (2 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates. 2nd callback - Employee works four (4) hours. The employee is paid two and one-half times (2 ½ X) rate for four (4) hours. 3rd callback - Employee works two (2) hours. The employee is paid two and one-half times (2 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

	3. CASUAL EMPLOYEES (a) Multiple call backs while on standby on a day where the casual employee has worked the applicable full-time daily hours of work other than a General Holiday. ~~One and one-half times~~ **two times** ~~(1 ½~~ **2**x) rate is payable. Two times (2X) rate is payable for time actually worked when an employee works in excess of three (3) hours while on standby within any one (1) calendar day. For example, an employee is on standby and is called to report for duty three (3) times within the calendar day: 1st callback - Employee works two (2) hours. The employee is paid two (2) hours at ~~one and one-half times~~ **two times** (~~1 ½ X~~ **2x**) rate. The employee is also paid ~~one and one-half times (1 ½ X)~~ **two (2x)** rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates. 2nd callback - Employee works two (2) hours. The employee is paid one (1) hour at ~~one and one-half times~~ **two times** (~~1 ½ X~~ **2x**) rate for the first hour worked and two times (2X) rate for the second (2nd) hour worked. The employee is also paid ~~one and one-half times (1 ½ X)~~ **two (2x**) rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates. 3rd callback - Employee works two (2) hours. The employee is paid two (2) hours at two times (2X) rate. The employee is also paid ~~one and one-half times (1 ½ X)~~ **two (2x)** rate for the third (3rd) hour, which satisfies the minimum guarantee of three (3) hours at overtime rates. ~~(b) NOTE: This provision applies only to callback while on standby on a day where a casual employee is not scheduled to work a regular shift, but has worked the applicable full-time hours within the bi-weekly pay period.~~ ~~Two times (2X) rate is payable on all callback hours paid.~~ ~~For example, an employee is on standby and is called to report for duty three (3) times within the calendar day:~~ ~~1st callback - Employee works one (1) hour.~~ ~~The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.~~ ~~2nd callback - Employee works four (4) hours.~~ ~~The employee is paid two times (2X) rate for four (4) hours.~~ ~~3rd callback - Employee works two (2) hours.~~ ~~The employee is paid two times (2X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.~~ (**b**) Call backs on a General Holiday The employee is paid one and one-half (1 ½ X) rate until hours worked on the General Holiday reach the full-time daily hours of work.

	(i) Employee works a scheduled full shift on the General Holiday: For example, an employee is on standby and is called to report for duty three (3) times within the calendar day: 1st callback - Employee works one (1) hour. The employee is paid two and one-half times (2 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates. 2nd callback - Employee works four (4) hours. The employee is paid two and one-half times (2 ½ X) rate for four (4) hours. 3rd callback - Employee works two (2) hours. The employee is paid two and one-half times (2 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates. (ii) Employee has not worked a regular shift but is on standby **on the General Holiday**: For example, an employee is on standby and is called to report for duty five (5) times within the calendar day. Example based on full-time regular hours of eight (8) hours per day: 1st callback - Employee works one (1) hour. The employee is paid one and one-half times (1 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates. 2nd callback - Employee works four (4) hours. The employee is paid one and one-half times (1 ½ X) rate for four (4) hours. 3rd callback - Employee works two (2) hours. The employee is paid one and one-half times (1 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates. 4th callback - Employee works two (2) hours. The employee is paid one and one-half times (1 ½ X) rate for one (1) hour. As the employee has now worked the full-time daily hours, the employee is paid two and one-half times (2 ½ X) rate for the remaining two (2) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates. 5th callback - Employee works one (1) hour. The Employee is paid two and one-half times (2 ½ X) rate for three (3) hours, which satisfies the minimum guarantee of three (3) hours at overtime rates.

	(**c**) Multiple call backs while on standby on a day where the employee has not worked the applicable full-time daily hours. - Straight time (1X) rate payable for not less than three (3) hours for each callback. Should the casual employee work in excess of the daily full-time hours of work, "a" above shall apply. First example, an employee is on standby and is called to report for duty four (4) times within the day. Example based on full-time regular hours of eight (8) hours per day. 1st callback - Employee works four (4) hours. The employee is paid four (4) hours at straight time (1X) rate. 2nd callback - Employee works for two (2) hours. The employee is paid three (3) hours at straight time (1X) rate, which satisfies the minimum guarantee of three (3) hours pay. 3rd callback - Employee works three (3) hours. The employee is paid two (2) hours at straight time (1X) rate and one (1) hour at ~~one-and-one-half times (1 ½ X)~~ **two (2x)** rate, as the employee has now worked the full-time daily hours. 4th callback - Employee works five (5) hours. The employee **is paid five (5) hours at two (2x) rate** ~~two (2) hours at one-and-one-half times (1 ½ X) rate and three (3) hours at two times (2X) rate.~~ Second example, an employee is on standby and is called to report for duty two (2) times within the day. Example based on full-time regular hours of eight (8) hours per day. 1st callback - Employee works twelve (12) hours. The employee is paid eight (8) hours at straight time (1X) rate, ~~three (3) hours at one-and-one-half times (1 ½ X) rate, and one (1)~~ **four (4)** hour**s** at two times (2X) rate. 2nd callback - Employee works two (2) hours. The employee is paid two (2) hours at two times (2X) rate and one (1) hour at **two (2x)** ~~one-and-one-half times (1 ½ X)~~ rate, which satisfies the minimum guarantee of three (3) hours at overtime rates.
MOA #12 RE: Midwives	<u>RE: MIDWIVES</u> The Employer and the Union recognize the unique nature of service that Midwives provide for the residents of the region and the flexibility that is required to meet the needs of the residents. The parties agree that Midwives shall be covered by all provisions of this Agreement, unless otherwise specified in this Memorandum: 1. Probationary Employee (Replaces Article 2:16 of the Collective Agreement)

	Means an employee who: (a) Is registered with supervision requirements as determined by the College of Midwives of Manitoba (CCM); or (b) Has not completed six (6) months of continuous full-time or part-time employment following the removal of the supervision requirements. Until such time as an employee has completed their probation period, they may be subject to discharge without recourse to the grievance procedure. In the event that an employee is to be discharged during the probation period, written notice shall be served to the employee and the Union. The probation period for any given employee may be extended after consultation with the Union. 2. Hours of Work and Shift Schedules (Replaces Article 10 and Article 11 of the Collective Agreement) (a) Regular hours of work will be an average of eighty (80) hours per bi-weekly period, or 2080 hours per year. (b) Regular hours of work shall be deemed to: (i) Include a rest period of fifteen (15) minutes during each continuous three (3) hour period of duty; (ii) Exclude a meal period of at least thirty (30) minutes during each working day. (c) The employee will be responsible for scheduling their own hours of work. Each employee shall submit a log of hours worked to their supervisor at the end of each bi-weekly period or more often if required. The hours worked shall be 80 hours per bi-weekly period averaged over 4 consecutive bi-weekly pay periods. (d) To the extent practicable, the employee will consult with their supervisor prior to working additional or alternate hours beyond their approved schedule. In the event that this is necessary, the employee shall make every reasonable effort to alter their schedule over the remainder of the period referred to in (c) above in order to maintain an average of 80 hours worked in the bi-weekly period. In the event the employee is unable to reconcile additional hours worked over the four (4) consecutive bi-weekly pay periods referenced in (c) above, they shall be allowed to carry over any un-reconciled hours to be taken at a future time mutually agreed between the Employer and the employee. 3. Recognized Holidays (Replaces Article 18:05 of the Collective Agreement): (a) An employee required to work on any General Holiday shall be paid one and one-half times (1 1/2x) their basic rate of pay for all hours worked. In addition, the employee shall be granted an eight (8) hour day in lieu at a time mutually agreed between the Employer and the employee. 4. Salary Schedule

	The compensation payable is intended to compensate the Midwife for delivering Midwifery Services on a full-time basis; therefore Articles 12, 13 and 14 of the Collective Agreement do not apply. The Midwife shall devote as many hours to providing the Midwifery services as may be necessary to fully discharge the Midwife's professional duties. Part-time Midwives shall be compensated on a pro-rated basis. **5.** Travel Outside Clinical Hours Employees required to use, or provide their own personal vehicle for Employer business, outside of clinical hours, which has been pre-authorized by the Employer, shall be reimbursed in accordance with the following formula: Distance (in kilometers) from the employee's home to the alternate location/worksite. It is understood that any adjustments in the mileage rates shall be implemented as quickly as reasonably possible retroactive to the date the Province of Manitoba mileage rates became effective. **6. Effective April 1, 2025:** **An on-call stipend of one-hundred dollars ($100.00) shall be provided per twenty-four (24) hour on-call assignment, or a pro rata payment for any portion thereof.**
MOA #13 RE: "Me Too"	RE: "ME TOO" During the term of the ~~2018-2024~~ **2024-2028** Collective Agreement, should another healthcare Professional Technical Paramedical union negotiate new additional monetary increases for items such as but not limited to the following: - General wage increases; - Special wage adjustments; - Additional steps on salary scale; - Shift premiums and responsibility pay; - Allowances of any kind; - Bonuses of any kind; - Overtime rates of pay (i.e. any additional compensation in any form). The Employer will commit to parity for MGEU members for the same increases, effective on the same calendar date as the other healthcare **Professional Technical Paramedical** union negotiated. **It is understood between the parties that parity with the other healthcare Professional Technical Paramedical union will apply to the cumulative monetary value of all negotiated items, regardless of the timing of their implementation.** It is understood that monetary increases that do not have general application would apply only to MGEU members who are in like circumstances or group(s). For example, a special adjustment for a particular classification would apply only to the equivalent classification(s) in the corresponding MGEU bargaining unit.

MOA #14 RE: Manitoba Health PMHREO SHREO	*Change MOA title to 'Health System Sustainability'*
MOA #18 RE: Ten (10) Hour Shift (1950 Annual Hours) **IERHEO** **NEW PMHREO SHREO**	Re: **Modified** Ten (10) Hour Shift (~~1950~~ **2015** Annual Hours) The Employer and the Union mutually agree that the following conditions apply regarding the trial and implementation of a ten (10) hour shift schedule. A "10" hours shift for employees working ~~7.50~~ **7.75** hours (~~1950~~ **2015** annual hours) will be 9.38 hours per day. 1. There must be mutual agreement between the Employer and the Union to implement and continue the "10" hour shift pattern, otherwise the provision of Hours of Work and Shift Schedules in the Collective Agreement or some other mutually agreeable variation of the Collective Agreement shall apply. Either party may terminate the terms of this MOA on at least sixty (60) days written notice. 2. Full-time hours of work shall provide twenty-four (24) shifts of "10" hours duration averaged over three (3) consecutive biweekly periods. 3. The shift schedule shall provide: (a) A maximum of four (4) consecutive shifts of "10" hours (b) At least two (2) consecutive days off at one time (c) Alternate weekends off whenever possible or three (3) weekends off in each six (6) week period. 4. Each shift shall be inclusive of two (2) 15-minute rest periods and exclusive of one (1) meal period of thirty (30) minutes. 5. Overtime shall either be time worked in excess of the "10" hour shift or hours worked in excess of the normal full-time hours in the bi-weekly period. 6. Vacation-Recognized Holidays-Income Protection With reference to the above benefits, the paid time off that is received under the "10" hour shift pattern is to correspond exactly in hours to the paid time off on a ~~7.5~~ **7.75** hour shift pattern. 7. Application of Article 18:05: An employee required to work on a Recognized Holiday shall be paid at a rate of one and one-half (1.50) times their basic pay for hours worked and, in addition, shall receive ~~7.5~~ **7.75** hours off at their basic rate of pay. An employee scheduled but not required to work on a Recognized Holiday shall choose one of the following options:

	(a) An employee shall receive ~~7.5~~ **7.75** hours in holiday pay at their basic rate of pay and the remaining amount of time can be covered by other types of banked leave (b) An employee shall receive ~~7.5~~ **7.75** hours in holiday pay at their basic rate of pay and the remaining amount of time can be taken as leave without pay with full accruals. 8. Application of Article 18:08: Employees shall be allowed to bank up to four (4) alternate "10" hour days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. 9. Bereavement Subject to the provisions of the collective agreement, bereavement leave shall be paid for all hours scheduled.
MOA #21 RE: Grand-parented AFM Employees Income Protection Benefits	*Add in the list of grandparented employees who the MOU applies to.*
MOA #23 RE: Full-time Incentive	*Agreed to not renew.*
MOA #24 RE: Recruitment and Retention Incentives	*Agreed to not renew.*
MOA #25 RE: Provincial Multi-Union PTP Sector Wage Standardization Fund	**<u>RE: MGEU PTP MARKET ADJUSTMENT AND WAGE STANDARDIZATION FUND COMMITTEE</u>** **PHLRS, on behalf of the Employers, confirms the annual fiscal funding, as follows:** • **Four hundred seventy thousand dollars ($470,000), effective April 1, 2024;** • **Ten million four hundred thirty thousand, ($10,430,000) effective April 1, 2025;** • **Ten million four hundred thirty thousand, ($10,430,000) effective April 1, 2026;** • **Thirteen million eight hundred ninety thousand ($13,890,000) effective April 1, 2027.**

	1. Market adjustment issues (unless otherwise negotiated) between the parties at the table may include but is not limited to, inequities not addressed from previous wage standardization, market adjustments, salary scale adjustments within bargaining units, etc. **2. The Employers Organizations and the Union ("Parties") agree to establish a Market Adjustment Committee for which the purpose shall be to determine what, if any, classifications warrant a Market Adjustment or needs to be Standardized. Market Adjustments need to be based on evident recruitment/retention patterns or wage differentials. The parties agree that all relevant data will be shared between the parties and a dedicated Shared Health Finance representative will attend meetings. The data used for calculations will be the most current available at the commencement of the committee. In order to facilitate the distribution of the funds, all relevant data will be shared between the Parties.** **As such, the Parties agree to establish a committee consisting of equal representation from the Employers Organizations and MGEU PTP not to exceed six (6) committee members in total, [three (3) representatives from the Employers Organizations and three (3) representatives from the Union]. The Market Adjustment and Wage Standardization Committee will commence meeting within one hundred twenty (120) days of the ratification of all three (3) of the MGEU PTP 2024-2028 collective agreements. Additional representatives may be invited to attend as determined by the committee to provide necessary information.** **In priority order:** **I) A three dollar ($3.00) increase on the second from top scale of each classification with the percentage of the increase applied to all steps in the scale applicable April 1, 2025.** **II) Wage Scale Standardization** **The parties agree to review all classifications that exceed "Year 6/ Sixth Step" on salary scale and will create a new scale not exceeding 6 steps. No member will see a decrease in pay. During this process the 2nd from top and the top step (not long service steps) will remain the same and the bottom steps will be adjusted to account for appropriate start rate and differentials. This process will be completed within nine (9) months from date of ratification. This will be implemented once complete and applicable April 1, 2025.** **III) The Parties will implement a Rural Factor Adjustment effective April 1, 2025: For all employees working in rural Manitoba (excluding Winnipeg) below the 53rd parallel a fee differential of 2.5% will be applied to all Salary Schedule wages. Effective April 1, 2027: For all employees working in rural Manitoba (excluding Winnipeg) below the 53rd parallel an additional fee differential of 2.5% will be applied to all Salary Schedule wages.** **Criteria: Any adjustment(s) shall be based on evident recruitment/retention criteria, i.e.: adjustment(s) applicable to only those classifications for which it has been demonstrated that there have been recruitment/retention challenges; or wage discrepancy;** **The Parties may also take into consideration relevant criteria including, but not limited to, the following:** **a) Service delivery impacts;**

	b) Vacancy rate analysis; **c) Salary and market conditions.** **4. Any adjustment(s) will be effective at a mutually agreeable date(s) as decided by the committee, but no sooner than April 1, 2024 (unless otherwise mutually agreed to); and** **It is recognized and agreed by the Parties that:** **a) Where the Parties are unable to agree upon allocation of any part of the Fund, the Parties will appoint an adjudicator to determine the issue. If the Parties are unable to agree upon an adjudicator, the Parties may submit a request to the Manitoba Labour Board. The adjudicator's ruling shall not exceed the financial capability of the Fund. The ruling of the adjudicator shall be final and binding on all Parties. Expenses and fees of the adjudicator shall be shared between the Parties. These costs will not be charged against the Fund.** **b) Should the Fund, including any contingency money from a) above, be fully expended, the parties agree that the terms of the memorandum have been met.** **5. Costs associated with the MGEU PTP Market Adjustment and Standardization Committee will be borne as follows:** **a) Employees will not suffer a loss of pay or benefits as a result of participation on the joint committee (at the expense of the Employer).** **b) Each party shall be responsible for its own incurred expenses.** **c) Any agreed to change or adjudication shall be implemented within sixty (60) days.** **6. Matters contained in this Memorandum of Understanding shall not be subject to the grievance and arbitration procedure. Once the committee or adjudicator determines a scale and/or rate change, the application, implementation or change would be subject to the grievance and arbitration process.**
MOA #26 RE: Provincial Multi-Union PTP Joint Market Adjustment Fund	*Agreed to not renew.*
MOA #27 RE:	*Agreed to not renew.*

Employer Statement of Intent – Wage Standardization and Market Adjustment – Monetary Proposal	
MOA #28 RE: Standardization of Annual Hours of Work **IEHREO** **PMHREO**	*Agreed to not renew.*
MOA #29 RE: Provincial Multi-Union PTP Sector Mobility	<u>RE: Provincial Multi-Union PTP Sector Mobility</u> The Parties have been engaged in collective bargaining for the professional technical paramedical sectors' collective agreements subsequent to the enactment of *The Health Sector Bargaining Unit Review Act* (HSBURA); The Parties recognize the importance of the retention of qualified employees working within the provincial healthcare system and the ability to retain accrued benefits across the system provincially. The Parties agree the following will apply: 1. Unless specified otherwise within the provisions of the receiving collective agreement, where an MAHCP employee is the successful applicant to a position with an Employer in an Employers Organization represented by MGEU Professional Technical Paramedical, the employee will be entitled to the mobility of their accrued benefits as follows: <u>Mobility of Benefits</u> Employees shall be entitled to mobilize the following benefits: (a) Accumulated income protection benefits/sick leave credits. (b) Continuous service applicable to the rate at which vacation is earned.

	(c) Continuous service applicable to pre-retirement leave. (d) Continuous service for the purpose of qualifying to join benefit plans, e.g., two (2) year pension requirement. (e) Benefits - An incoming employee is subject to the terms and conditions of the receiving agreements benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions. (f) Hourly Rate of Pay: (i) If range is identical, then placed step- on-step**, including placement at twenty (20) year rate**. (ii) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's hourly rate of pay. The above (i) and (ii) are subject to the provisions of the long service step. (g) Hours worked for the purpose of calculating the next increment. (h) **Transfer of current vacation hours unless the employee elects to have their current vacation hours paid out by previous Employer.** (i) Any vacation hours ~~earned~~ **accrued**. (j) Where an employee transfers prior to the completion of maternity leave return of service requirements, the employee shall be allowed to complete the return of service requirements at the receiving Employer. 2. Employees shall not be entitled to mobilize the following: (a) Seniority Hours; or (b) Banked Overtime or General Holidays, these are to be paid out by sending Employer.
MOA #30 RE: Weekend Super Premium	*Agreed to not renew.*
MOA #31 RE: Recognition/Retention Bonus	*Agreed to not renew.*
MOA #32 RE: Ten (10) Hour Shift (Therapy Services Only)	*Agreed to renew subject to a review of grandparented names.*

PMHREO	
MOA #35 RE: PIO (Present Incumbent Only) Brandon Site Only – Psychologists **PMHREO**	*Agreed to renew subject to a review of grandparented names.*
NEW MOA XX1 **PMHREO**	**Effective date of ratification** **MOA XX1 RE: GRANDPARENT PMHREO (Brandon) – ARTICLE 10:02** ***Applicable to former Brandon Regional Health Authority Employees only*** **It is agreed between the parties that the applicability of the language in the former MGEU PTP 2014-2018 Collective Agreement - Article 10:02 (embedded below) will apply only to the list of employees included in this Memorandum and shall not be applied to employees who may transfer or be hired into the Employer or become casual at that site after date of ratification. Should any of the employees listed below transfer to another location, department, site or another Employer, the entitlements under this provision going forward from the date of transfer or date of hire into the new Employer will cease.** ***Applicable to former Brandon Regional Health Authority Employees only. On evenings, nights and weekend, regular hours of work shall include meal periods and rest periods in accordance with the grievance resolution dated May 14, 2012.*** *(insert list of names)*
NEW MOA XX1 **SHREO**	**Effective date of ratification** **MOU RE: ARTICLE 10 – BREAKS** ***Applicable to Southern Health-Sante Sud Crisis Response Services- Crisis Stabilization Unit and Mobile Crisis Team only:*** **WHEREAS recognizing employees are unable to leave the facility and must remain on Employer's premise to be available for duty;**

	NOW THEREFORE the following shall apply; **Regular hours of work shall be seven and three-quarters (7.75) hours per day including a paid rest period of fifteen (15) minutes for each continuous three (3) hour period of work.** **A paid meal period of thirty (30) minutes in duration will be provided at straight time rates in addition to the seven and three-quarters (7.75) hour workday.**